

K 8400
5,000 workers
128 pp.

CARPENTERS MASTER LABOR AGREEMENT

between

**Oregon Columbia Chapter
The Associated General
Contractors of America, Inc.**

and

**Pacific Northwest
Regional Council of the United
Brotherhood of Carpenters
and Joiners of America**



For the period
June 1, 2002 - May 31, 2006



TABLE OF CONTENTS

	Page
Preamble	1
Definitions	2
Purposes of this Agreement	3
Article 1 - Territory	5
Article 2 - Work Affected	5
Article 3 - Effective Date-Duration-Modification	8
"No strike, no lockout" provisions	8
Termination	8
Article 4 - Subcontractors Clause - Building	8
Non-signatory Subcontractors	9
Venders	9
Low Responsive Bid	10
MBE/WBE Subcontractors	10
Subcontractors Clause - Heavy Highway	11
MBE-WBE Subcontractors	12
Non-Signatory Subcontractor	12
Venders	12
Article 5 - Union Recognition and Hiring	13
Unlawful Discrimination	13
Government Requirements	14
Harassment (Paragraph C)	14
Out of work list	15
Evaluation Referral List	17
Composite Crew	18
Pre-Job Conference	18
Transfer of Foremen and Specialty Workers (Key Personnel)	19

Table of Contents (Continued)

Article 5 - Union Recognition and Hiring (continued)

Non-payment of Dues	19
Workers Qualifications	20
Separation Slips	20

Article 6 - Working Conditions 21

Hours of Work-Overtime	21
Single Shift - Heavy Highway	21
Single Shift - Building	21
Work Week	21
Federally Funded Work - (Overtime)	22
Special Operations (Overtime)	23
Four-Ten Hour Shifts	23
Make-Up Day	23
Two Shift Operations	24
Three Shift Operations	24
Lunch Period	25
Holidays	26
Emergency Work - (Overtime)	27

Article 7 - Miscellaneous Provisions 27

Repair or Adjustment of Equipment	27
Payday	28
Protest/Claim	29
Crew Size/Number of Employees	30
Health and Safety	30
Toilets	30
First Aid Kits	31
Transportation	31
Drug and Alcohol Testing	31
Stewards	33
Tools	35
Certifications	37

Table of Contents (Continued)

Article 8 - Immigration Reform and Control Act (IRCA) Requirements, Reporting Pay, Minimum Pay and Standby Pay	38
Immigration Reform and Control Act (IRCA)	38
Reporting Expense	38
Minimum Pay	39
Rain Sensitive Work - (Stand-by)	39
Article 9 - Classification and Wage Scales	40
Old Work Protection	40
Monetary Increases	40
Distribution of Monies	41
Article 10 - Non-Recurring Work	41
Article 11 - Government Requirements	42
Article 12 - Apprenticeship and Training	43
Special Training for Journeymen	50
Foreman Training	50
Premium for Foreman	51
Article 13 - Investigation by Union Business Representative	51
Article 14 - Settlement of Disputes - Strikes and Lockouts	52
Jurisdictional Disputes	52
Non-Jurisdictional Disputes	53
Grievance	53
Article 15 - Health-Welfare and Dental	57
Article 16 - Pension	58

Table of Contents (Continued)

Article 17 - Trustee Qualification Criteria	60
Article 18 - Vacation	61
Article 19 - Training Fund	62
Article 20 - Regional Council Deduction	63
Article 21 - Special Agreements	64
Memorandum of Understanding	65
Article 22 - Reciprocal Guarantee	67
Article 23 - Ancillary Employer Funds	66
Prevailing Wage Enforcement (PWLE)	66
Contract Administration Fund (CAF)	66
Article 24 - Agreement all Inclusive	67
Article 25 - Saving Clause	68
National Health Care	68
Article 26 - Labor Management Board	69
Addendum	69
Joint Safety Committee	69
Competitive Analysis	69
Article 27 - Apprenticeship - Fringe Benefits	71
Article 28 - Apprenticeship Percentage Rates	72
Article 29 - Public Works Project	
Davis Bacon Act	73
CLASSIFICATION	
Carpenters	74
Millwrights	76

Table of Contents (Continued)

Piledrivers	76
Article 30 - Zone Pay Differential - References	77
Mileage and Rates	78
Computation	81
Bridge and Ferry Toll Fees	82
Job Site Transportation	82
Camps	83
Article 31 Millwright - Special Provisions	83
Character of Work -	
Millwrights and Machinery Erectors	83
Special Provision	84
Dispatch	84
Zone Pay	84
Tools	85
"Must Carry" Tool List	86
Article 32 - Piledrivers - Special Provisions	88
Special Provisions	88
Zone Pay	88
Character of Work	88
Marine Piledriver	94
Tidework or Broken Shift	95
Article 33 - Divers and Divers' Tenders	95
Purpose of Article	96
Hourly Wage Scales	97
Transportation Allowance	98
Depth Pay	100
Decompression	101
Article 34 - Divers' Tenders	102
Article 35 - Diving Crews	104

Table of Contents (Continued)

Article 36 - Guarantee of Authority	106
Schedule A - Wage & Fringe Schedules	107
Oregon/SW Washington	
6/01/02 - 05/31/03	108
Oregon/SW Washington	
06/01/03 - 05/31/04	110
Oregon/SW Washington	
06/01/04 - 05/31/05	112
Oregon/SW Washington	
06/01/05 - 05/31/06	114
Schedule B - List of Signatory Contractors	116
Schedule C	117
List of Local Unions	117
Trust Fund Administrators	120
Separation Slip	121

Preamble

THIS AGREEMENT, made and entered into as of the 1st day of June, 2002 for the period June 1, 2002 to May 31, 2006 by and between certain members of the Oregon Columbia Chapter of the Association General Contractors of America, Inc. (AGC), whose names are set forth in Schedule "B", and referred to as the Employer or Contractor,

and

The Pacific Northwest Regional Council of the United brotherhood of Carpenters and Joiners of America, for themselves on behalf of the local unions whose names are set forth in Schedule "C" or any supplement thereto, and hereinafter referred to as the "Union".

For purposes of this Agreement, the Associated General Contractors is not acting as a multi-employer bargaining agent in a single multi-employer unit, but is acting for and on behalf of the Employers who have individually requested the Associated General Contractors to act as their individual and separate bargaining agent in individual Employer units.

The Agreement constitutes a continuation and extension of the contractual relationship heretofore existing between the Contractor, the AGC, and the Union as evidenced by prior labor agreements between the AGC and the Union.

Definitions

A. Association: The term Association as used herein shall mean the Associated General Contractors of America, Inc., Oregon-Columbia Chapter. A list of members is set forth in Schedule "B" or any supplements thereto.

B. Employer: The term Employer as used herein shall mean any individual, partnership, firm or corporation signatory, or who becomes signatory, to this Labor Agreement.

C. Union: The term Union as used herein shall mean the Pacific Northwest Regional Council of the United Brotherhood of Carpenters and Joiners of America, acting for all of their Local Unions, as set forth on Schedule "C" attached hereto.

D. Employee: The term employee, workman and journeyman as used herein, shall mean any person without regard to age, race, creed, color, religion, sex or national origin whose work for an Employer in the area covered by this Agreement falls within the recognized jurisdiction of the union.

E. Journeyman: The term journeyman as used herein, shall mean any person who became a Journeyman member of the United Brotherhood of Carpenters and Joiners of America prior to June 1, 1980; or who attained journeyman standing thereafter outside this bargaining unit; or, who qualified as a journeyman

thereafter in accordance with the procedures set forth in Article 11 herein.

F. Apprentice: The term apprentice, as used herein, shall mean any person who is actively enrolled in a state-approved joint apprenticeship program designed to achieve off-site proficiency and on-site productivity so as to permit a person to meet the minimum uniform competency standards of a qualified Journeyman carpenter.

G. Equal Rights: In recognition of the equal rights laws for both sexes and in recognition of the fact that women are becoming more involved in construction, any masculine pronoun or any reference in masculine gender herein shall be construed to include either male or female. This Agreement acknowledges the opportunities and rights of qualified women and men alike to function in crew and supervision positions of the trade.

H. Competency: The term competency as used herein, shall mean proven proficiency and productivity sufficient to meet the minimum standards of a Journeyman or applicable level Apprentice.

Purposes Of This Agreement

The parties to this Agreement recognize their long association in collective bargaining. We believe construction by the union team of contractors, journeymen, apprentices produces the best product at the best cost for the owner.

Historically, the purpose of this Agreement has been to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts and to prevent avoidable delays and expense. Both parties pledge to continue these efforts and purposes.

Effective with this Agreement, the parties shall implement and maintain a program for journeyman and apprenticeship training so as to ensure an adequate supply of qualified workers. Said training program for Journeymen shall encompass special emphasis on skill improvement and safety procedures.

Furthermore, the parties pledge to institute a cooperative labor-management task force, which shall develop guidelines for implementation by the training trust.

Furthermore, the parties pledge to institute a cooperative labor-management task force, which continuously seeks means and methods of assuring our union team's competitive position in the marketplace.

Each party shall, on June 1, 2002 appoint three (3) people as the initial appointees of this task force.

These individuals will work under the guidelines prescribed in Article 26 - Labor Management Board.

Article 1

Territory

This Agreement shall cover the entire State of Oregon, and the following area in the State of Washington: The counties of Klickitat, Skamania, Clark, Cowlitz, Wahkiakum and that portion of Pacific County south of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean, and thence north through the natural waterway to the Pacific Ocean. (This will include the entire peninsula west of Willapa Bay.) The Agreement shall also apply to Lewis County for Piledrivers only.

Article 2

Work Affected

Section 2.1. This Agreement shall govern all types of construction work coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America as recognized by the AFL-CIO Building and Construction Trades Department.

Section 2.2. (A) To clarify the scope of this Labor Agreement, and to thereby avoid future misunderstandings, utilities, highway and heavy construction

work is defined as including, but not limited to the following: construction and reconstruction of roads, streets, highways, alleys, sidewalks, guard rails, fences, parkways, parking area, athletic fields, airports, railroads, street railways, bridges, overpasses, underpasses, grade separations, grade crossings, track elevations, elevated highways, sewers, water mains, foundations, piledriving, sanitation projects, irrigation projects, flood control projects, reclamation projects, reservoirs, dams, dikes, levees, revetments, channels, aqueducts, channel cutoffs, jetties, breakwaters, harbor developments, docks, piers, abutments, retaining walls, transmission lines, pipelines, duct lines, subways, shafts, tunnels, excavation of earth and rock, clearing and grubbing, land leveling, quarrying, industrial plant construction other than building construction as defined below; including operation, maintenance and repair of land and floating plant equipment vehicles and other facilities used in connection with the described work and service, and all other work of similar nature.

(B) Building construction work shall cover, but not be limited to, the construction of residential, commercial or industrial structures, and the on-site work necessary for assembly, erection and installation of facilities and equipment in or on such structures, including any and all modifications, additions and repairs thereto.

(C) It is hereby agreed when a contractor signatory to this Agreement performs the following defined residential work, it shall be performed in accordance with the terms and conditions of the applicable current area

residential agreement. Residential construction is defined as all work in connection with construction, alteration and/or repair of all residential units such as single dwellings, duplexes, row houses, town houses and apartments not to exceed four (4) stories in height including a basement.

(D) It is mutually understood and agreed that this Section 2 becomes null and void immediately upon the Association effecting the deletion of similar work definitions from all other labor agreements negotiated by the Association.

Section 2.3. The terms of this Agreement shall also apply to that work performed at temporary facilities, such as fabrication yards and/or assembly plants located at or adjacent to the construction site, which are integrated with and set up for, the purpose of servicing the construction project or projects; rather than to serve the public generally.

Section 2.4. Craft jurisdiction is neither determined nor awarded by classification or scope of work coverage in any AGC Labor Agreement.

Section 2.5. SEE Carpenters, Millwrights, Piledrivers Schedule "A" for the appropriate wage rates and character of work.

Article 3

Effective Date - Duration - Modification

Section 3.1. When executed by the parties hereto, the terms and conditions of this Agreement shall become effective on June 1, 2002 and shall remain in full force and effect through May 31, 2006. The "no strike, no lockout" provisions of this Agreement shall remain in full force and effect during the entire four (4) year duration of this Agreement. The monetary considerations, i.e. wages, fringe benefits, etc., shall be as set forth in Article 9 and Schedule "A" for rates to be effective June 1, 2002.

Section 3.2. Any party hereto desiring termination, modification or changes in this Agreement to take effect subsequent to May 31, 2006, or to take effect for any agreement year subsequent to May 31, 2006, shall serve written notice on the other party at interest on or before March 1, prior to the end of each such agreement year, requesting negotiation.

If no such notice is given, this agreement shall continue in full force and effect from year to year.

Article 4

Subcontractors Clause - Building

Section 4.1.(A) A subcontractor is one who takes over any part or a complete section of a general contract,

including both the furnishing of materials for and the performance of labor on the job, or the performance of labor only. No Contractor or joint venture covered by the terms and conditions of this Agreement shall subcontract any job site work to a subcontractor or employer who is not signatory to a Carpenter Agreement except as provided below. The Contractor or joint venture shall be held responsible for the payment of Wages, Zone Pay, Pension, Health and Welfare, Vacation, Training, Drug Testing, PWLE, CAF, and RCD incurred by the subcontractor and shall see that the subcontractor adhered to the working conditions.

(B) Section 4.1(A) shall not be operative when potential union subcontractors are not available or do not bid. When a subcontractor is not signatory to a carpenter agreement, there shall be a pre-job conference between the Local union, a representative of the Regional Council, the Contractor, the subcontractor and the Association if affected. The parties will attempt to reach agreement regarding this section before the subcontractor performs any work on the project.

(C) In order to comply with this Article, the Union shall make available an agreement for the duration of the Project or subcontract to cover only the subcontracted work.

Section 4.2. A vendor, who makes delivery of materials, supplies or equipment and who, incidental to or as part of the furnishing or delivery of material, supplies,

or equipment, does any work at the job site, shall be a party to a collective bargaining agreement with the Regional Council or its signatory local unions, containing the full terms of this Agreement. In the event a vendor is not a party to such an agreement, they shall not perform any job site work except that deliveries may be made by such vendor to job site.

Section 4.3. No work will be let by piecework, contract or lump sum direct with journeymen or apprentice for labor services.

Section 4.4. (A) When the low responsive bid from a signatory subcontractor exceeds a non-signatory bid by either 5% or \$30,000, the contractor shall be relieved of Section 4.1(A) of this Article. This section applies to the following classifications of work only: (drywall/wetwall), insulation, manufactured ceiling systems, manufactured wall systems, or (MBE/WBE/DBE).

(B) The Employer agrees to limit the use of non-signatory subcontractors to not more than two (2) per job or project. To avail themselves of this clause the General Contractor agrees to notify the respective Regional Council of Carpenters within 24 hours, with the pertinent bid information, or within 24 hours of contractor notification of accepted low bid.

(C) The contractor shall solicit at least 2 bids from signatory subcontractors. The Union and Employer shall monitor the financial records of payments to the non-signatory subcontractor to ensure that the subcontractor

tor completes the job at the original bid price. If it is discovered that payments in excess of the original bid price (excluding change orders) have been made by the General Contractor in violation of this section, the General Contractor shall be prohibited from using this section for the duration of this Agreement.

Subcontractors Clause - Heavy Highway

Section 4.5. (A) A subcontractor is one who takes over any part or a complete section of a general contract, including both the furnishing of materials for and the performance of labor on the job, or the performance of labor only. No Employer or joint venture covered by the terms and conditions of this Agreement shall subcontract any job-site work to a subcontractor or employer who is not signatory to this Labor Agreement except as provided below. The Employer or joint venture shall be held responsible for the payment of Wages, Zone Pay, Pension, Health and Welfare, Vacation, Dues Deduction, Training, Drug Testing, PWLE and CAF incurred by the subcontractor and shall see that subcontractor adheres to the working conditions, except as provided below.

(B) Section 4.5 (A) shall not be operative when potential union subcontractors are not available or do not bid. When a subcontractor is not signatory to a labor agreement, there shall be a pre-job conference between the Local Union, a representative of the Regional Council, the Contractor, the subcontractor and the Association if affected. The parties will attempt to reach agreement regarding this section

before the subcontractor performs any work on the project.

(C) In order to comply with this Article, the Union shall make available an agreement for the duration of the project or subcontract to cover only the subcontracted work.

Section 4.6. In the event an Employer is unable to find qualified competitive union MBE-WBE subcontractors when the Employer is obligated to satisfy MBE-WBE recruiting requirements, the Union and the Employer shall waive this article provided the pre-job conference referred to in Section 4.5(B) above is utilized.

Section 4.7. Where the general contractor receives bids that show the non-union subcontractor 5% or more lower than the union subcontractor, the Employer and the Union shall waive this Article, provided however the Union and the Employer shall review the prices submitted before signing the non-signatory subcontractor. Due to the special nature of subcontracting in this area, the differential for labor subcontracts shall be 10%. Labor subcontracts include labor and small tools only; they do not include rentals, equipment or materials.

Section 4.8. A vendor, who makes delivery of materials, supplies or equipment and who, incidental to or as part of the furnishing or delivery of material, supplies, or equipment, does any work at the jobsite, shall be a party to a collective bargaining agreement with the Union, containing the full terms of this Agreement. In

the event a vendor is not a party to such an agreement, they shall not perform any jobsite work except that deliveries may be made by such vendor to jobsite.

Article 5

Union Recognition and Hiring

Section 5.1. In order to maintain employment and preserve workable labor relations as well as to insure the orderly accomplishments of private and public work, the following shall prevail with respect to the hiring of workers.

Section 5.2. The Association recognizes the Union as the sole collective bargaining agent for all workers falling within the jurisdiction of this Agreement and the Union recognizes the Association as the sole Bargaining agent for its members as listed on Schedule "B" hereof and supplements thereto.

Section 5.3. Unlawful Discrimination/Government Requirements

(A) There shall be no unlawful discrimination by the Employer or the Union with respect to the hiring, tenure or discharge of any workers and any requirement as to membership or non-membership in any Union shall be in accordance with the National Labor

Relations Act as amended and appropriate Executive Orders.

(B) The Employer and the Union recognize that an Employer should not lose jobs because of Government requirements which are in conflict with the hiring hall. Therefore, when a government contract or Government Agency requires a different hiring hall arrangement to meet Federal or State requirements, the hiring hall arrangement will be modified to meet the demands of those requirements. It is understood that the hiring hall arrangement will be followed as closely as possible without being in conflict with the Government requirements.

The Employer will notify the Union in advance of the commencement of the job of the Government requirements, and upon request will provide the Union with a copy of pertinent provisions.

It is also further understood and agreed that this section is not intended to create jobs where none exist.

(C) The parties recognize and agree that the discrimination against and the harassment of an individual because of the individual's gender, race, religion, age, national origin or disability is adverse to the interest of the Union and Employer. The parties, therefore, jointly declare such harassment in any form is strictly prohibited and constitutes grounds for discipline.

The Union and the Employer shall post this Article at all job sites and dispatch points.

Section 5.4. It is recognized within the construction industry that the Union affords the prime source of qualified journeymen and apprentices required to perform the work covered by this Agreement.

A. All persons seeking employment via the Union shall be chronologically entered on the appropriate Out-of-Work list as maintained by the Union dispatch office.

B. Out of Work list

1. Whenever the Employer requires workers to be dispatched, he/she shall notify the dispatch office having jurisdiction of the project as established by the Pacific NW Regional Council of Carpenters, see Schedule "C" advising of project location, starting time, the number of Journeymen and Apprentices needed and the skills of each.
2. The Union will dispatch such workers from this list as follows:
 - a. To satisfy the Employer's request for workers with specified skills. Preference will be accorded such workers with the earliest initial registration on said list.
 - b. To satisfy the Employer's request for workers by name provided:
 - (1) They are registered on the out-of-work list.

- (2) The Union has been advised of employment prior to such worker being put to work.
 - (3) The Employer confirms in writing his/her request for dispatch to the Union within 24 hours (Saturday, Sunday, and Holidays excluded) of such employment whereupon the Union will issue written dispatch.
 - (4) Apprentices shall not be requested by name or period unless they have been in the employ of the Employer in the previous twelve (12) months.
3. Should the Union be unable to refer qualified workers for employment to the Employer within 24 hours from the time of receiving the Employer's request (Saturdays, Sundays and Holidays excepted) or at the time mutually agreed upon at time of request, or if a worker fails to report to the job site in the agreed time, the Employer shall be free to secure the workers from any source. The Employer shall notify the dispatch office promptly of the names, social security numbers and the date of hire of such employees.
4. The Union shall require the removal of employees who have not been dispatched in accordance with 5.4B above.

C. Evaluation Referral List

1. Non-members seeking employment via the Union and claiming credit for previous experience shall be registered on the Evaluation Referral List.
2. The Union shall refer these individuals to the JATC for evaluation in accordance with procedures set forth in Article 12 herein.
3. The JATC shall evaluate the individual as:
 - (a) A Journeyman, or
 - (b) An apprentice at an assigned competency level.
4. If the individual is evaluated as a journeyman:
 - (a) He/she shall submit the evaluation to the Union.
 - (b) The Union shall place him/her on the out-of-work list.
 - (c) Dispatch eligibility shall be as per Section 5.4.B, above.
5. If the individual is evaluated as an apprentice, he/she shall be processed in accordance with the Oregon and/or Southwest Washington Construction Carpenter Selection Procedure of Article 12 herein.

6. Non-members seeking employment via the Union and claiming no credit for previous experience shall be processed in accordance with the Oregon and/or Southwest Washington Construction Carpenter Selection Procedure.

Section 5.5. (A) Composite Crew.

Employers may establish for a project or job a crew or crews known as a "composite" which shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the "composite crew" shall be allowed relaxation from strict craft jurisdiction, provided the employees from each craft are assigned to their craft's jurisdiction as far as practical and possible, but not inconsistent with the provision of this Agreement.

(B) The aforementioned provision shall first be arranged at a pre-job conference or subsequent meetings of the Employer and crafts involved. Any disagreement over this provision may be appealed to the chief representatives of the respective signatory crafts and AGC.

Section 5.6. Pre-Job Conference.

A pre-job conference shall be held whenever so requested by the union or employer to discuss the Employer's Labor Requirements, the type of work, duration of the project, who the known sub-contractors are, if any, to whom the contractor will subcontract any work covered by this agreement and arrange for the orderly placement of workers on the project. This

pre-job conference shall be held in the locality of the job site or at some other mutually agreed location. The union shall be notified in writing of any subcontractor not known at the pre-job conference at least five (5) days prior to the subcontractor starting work.

Section 5.7. Transfer of Foremen/Specialty Workers

- (a) The union shall not impose any restrictions on the transfer of a reasonable number of workers. Such agreed upon workers shall present themselves to the Local Union having jurisdiction for proper dispatch before going to work.
- (b) Non-members may not be requested as foreman.

Section 5.8. The union having qualified as required by Section 8(a)(3) of the National Labor Relations Act as amended, the following provisions shall be effective:

All workers employed by the Employer to perform work within the properly determined craft jurisdiction of the Union involved shall become members of such Union not later than the 8th day following the beginning of such employment, or since the inception of this Agreement, and thereafter shall maintain membership in good standing in said Union as a condition of employment, subject, however, to the provisions of Sections 5.9 and 5.10 of this Article.

Section 5.9. The Union accepts all obligations for the continued membership of its members as provided in Section 5.8 of this Article and for the collection of

their initiation fees and dues. The Union shall have the right to require the removal of employees for failure to pay or tender initiation fees and dues as required by this Agreement. There shall be no stoppage or slow-up of work because of disciplinary action on the part of the Union.

Section 5.10. All requests by the union for removal of an employee for non-payment of or failure to tender initiation fees and dues or for improper dispatch shall be made to the employer in writing. The employer then agrees to terminate the employee no later than the end of the next shift following the employer's receipt of the union's written request for such termination, provided the union supplies, upon request, a replacement within the same period.

Section 5.11. The Employer shall be the sole judge of a worker's qualifications and may discharge any employee for cause, which shall be stated on the standard separation slip. (See copy attached) Whenever an employee is discharged and is not eligible for rehire, it shall be so stated on the standard separation slip.

Section 5.12. A worker who receives three (3) separation slips in a twelve (12) month period for lack of competency shall be referred for evaluation and counseling as per Article 12 before re-dispatch. Copy of separation slip shall be sent to Local Union having jurisdiction and the AGC no later than seven (7) days following termination.

Article 6

Working Conditions

Shifts-Hours of Work-Overtime

Section 6.1. The official time for the purposes of this Agreement shall be applicable legal time.

Section 6.2. **Single Shift:**

Heavy Highway

Eight (8) hours work per day between the hours of 5:00 a.m. to 7:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all employees covered by this Agreement. Starting and quitting times may be expanded by mutual agreement between the Employer and the Union.

Building

Eight (8) hours work per day between the hours of 6:00 a.m. to 6:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all employees covered by this Agreement. Starting and quitting times may be expanded by mutual agreement between the Employer and the Union.

Section 6.3.(A) **Workweek:**

The workweek shall be forty (40) hours, Monday through Friday, and the workday shall not exceed eight (8) hours per day.

1. All time worked in excess of the eight (8) hours (but not more than 12 hours) of continuous shift work shall be paid for at the rate of time and one-half ($1\frac{1}{2}x$).
2. Work performed on Saturdays shall be paid for at the rate of time and one-half ($1\frac{1}{2}x$).
3. All hours worked after twelve (12) hours continuous shift work (including Saturdays) shall be paid for at the rate of two (2) times the proper hourly rate of pay.
4. Sunday and Holiday work shall be paid for at the rate of double time ($2.0x$).

(B) Minimum Time Between Shifts.

When an employee has worked the regular shift and then is required by the employer to work at the overtime rate, the employee shall not go to work again for the regular rate until the employee is relieved for a period of at least eight (8) hours.

(C) On work that is entirely federally funded, the work shall be forty (40) hours Monday through Friday. All work in excess of forty (40) hours in one (1) week or ten (10) hours in one day shall be paid for at the rate of time and one-half ($1\frac{1}{2}x$). The contractor shall not employ a second crew to circumvent overtime pay after forty (40) hours. This shall not prohibit the employer and the union from negotiating a "rolling" four ten-hour shifts on a project by project basis.

(D) Special Operations - On operations such as green sawing, de-watering, curing and protection of concrete, all overtime pay shall be time and one-half ($1\frac{1}{2}$ x), including Sundays and Holidays.

(E) Overtime pay involved in the protection and drying of material to facilitate the continuation of work shall be at time and one-half ($1\frac{1}{2}$ x), including Sundays and Holidays.

(F) Four-Ten Hour Shifts - Notwithstanding the above, the employer may, at his/her option, establish ten (10) hour shifts for a minimum of any four consecutive scheduled work days, Monday through Thursday, on some or all operations on a project, without being required to pay overtime. Anything over ten (10) hours shall be subject to the provisions above. Failure to work the four (4) day minimum shall require overtime unless such failure is caused by actual inclement weather, holiday or other conditions definitely beyond the control of the employer.

(G) Four ten (10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions, equipment breakdown, or other conditions beyond the control of the employer then, Friday on a voluntary basis may be worked as a make-up day at the straight time pay. Make-up day applies to the crew so affected.

(H) Five Eight (8) Hour Shifts - In the event the job is down due to equipment breakdown or weather conditions, Monday through Friday, then Saturday on a vol-

untary basis may be worked as a make-up day at the straight time rate.

Section 6.4. Two Shift Operations:

On a two daylight and consecutive shift operation, no shift penalty is involved for work performed in either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in the Reporting Pay/Minimum Pay requirements of this Agreement.

Section 6.5. Three Shift Operations:

(A) On all three-shift operations, the first or day shift shall be eight (8) hours of continuous employment, except for lunch period, between the hours of 8:00 a.m. and 4:30 p.m. except that an earlier starting time may be established by mutual agreement between the employer and the Union.

(B) The second or swing shift shall be seven and one-half (7-1/2) hours of continuous employment, except for lunch period, and shall be paid eight (8) hours at the regular straight time hourly wage rate.

(C) The third or graveyard shift shall be seven (7) hours of continuous employment, except for lunch period, and shall be paid for at eight (8) hours the regular straight time hourly wage rate. In no event shall the regular working hours or different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no

event shall such interval exceed one hour. Thirty-five (35) hours of work, Monday through Friday, shall constitute a regular week's work on all shifts of seven (7) hours.

Section 6.6. The parties hereto mutually agree that, in the event serious unemployment conditions should warrant, appropriate amendments to the hours of work, shifts and other related provisions of this Article may be negotiated for the purpose of relieving such unemployment conditions.

Section 6.7. Lunch Period/Rest Break:

(A) A regular lunch period of not less than one-half (1/2) hour or more than one (1) hour shall be established within one (1) hour of mid-shift but in no event longer than five (5) hours from the beginning of the shift. If an employee is required to work more than five (5) hours from the beginning of the shift without a lunch break, he/she shall be paid a half (1/2) hour at the applicable overtime rate and in addition be given adequate time to eat his/her lunch. If the employee is not given adequate time to eat, he/she shall receive an additional half (1/2) hour at the applicable overtime rate. Employees will be given a lunch period after each work period of not more than five (5) hours. Employees requested and notified of working twelve (12) hour shifts will be required to bring a second meal and be given adequate paid time to eat such meal.

(B) In no event shall any shift period or overtime exceed five (5) hours between provided meal periods.

Each provided meal period during overtime hours shall be of sufficient duration, (not less than thirty (30) minutes), in accordance with the job situation, to allow the workers adequate time to secure the meal. If the work will not permit leaving the job, the Employer shall furnish lunch to the workmen at no cost to them.

(C) Paid rest periods of ten (10) minutes shall be provided during each work period or major part thereof. The rest period may not be added to the usual meal period or deducted from the beginning or end of the work period to reduce the overall length of the total work period. The ordinary nature and circumstances of construction work may not allow for a fixed regular schedule. However, effort shall be made to have the rest periods taken approximately in the middle of each work period.

Section 6.8. **Holidays:**

(A) Holidays recognized under this Agreement shall be as follows:

- | | |
|------------------|--------------------|
| * New Year's Day | * Memorial Day |
| * Fourth of July | * Thanksgiving Day |
| * Labor Day | * Day after |
| * Christmas Day | Thanksgiving Day |

(B) Should any of these Holidays fall on Sunday, the following Monday shall be considered a legal Holiday. Should any of these Holidays fall on Saturday the previous Friday shall be considered a legal holiday. A holiday shall be a twenty-four (24) hour period com-

mencing with the starting time of the first shift of the date of the holiday. No work shall be performed on Labor Day except to save life or property.

(C) Work on any of the Holidays specified herein will be paid at double (2.0x) the regular straight time rate per hour.

(D) Should an employee be required to work on Presidential Election Day, arrangements shall be made to allow him/her ample time to vote. However, the Employer will not be required to pay for any time not worked.

Section 6.9. Upon a declaration of an emergency by a proper governmental agency and in all other situations where the Association and the Union mutually agree that an emergency exists, emergency overtime work to save life, limb or property shall be paid at time and one-half (1-1/2 x) the straight time rate.

Article 7

Miscellaneous Provisions

Section 7.1. The repair or adjustment of any equipment or machinery, pursuant to the terms of a guarantee by the manufacturer thereof or his/her agent or employees, will not be subject to this Agreement and the union will not interfere with such employees on such exempted work; provided, however, that this does not apply to the assembling and erection of machinery on and during a construction job prior to completion of the erection.

Section 7.2. Payday:

(A) Employees shall be paid on the job on payday during working hours at a mutually convenient location. Cash or check upon which there is no charge for exchange shall be the pay medium. The Employer shall include with each weekly payment to the employee a separate detailed statement showing the name, address of the Employer, hours worked, and the itemized withholding deductions made.

(B) Notwithstanding the above, electronic direct deposits may be permitted upon a written, signed and dated authorization from the employee.

(C) Payday shall not be later than Friday of each current week and payment shall be in full for the previous pay period. The interval between the end of the established pay period and payday shall not exceed five (5) working days, provided however, that employers who make up payroll at some distant point may extend this interval as necessary to enable them to prepare the payroll but in no event shall such interval exceed one (1) week.

1. Employees who quit shall be paid not later than the next regular pay period.
2. Employees laid off or terminated shall be paid immediately. A check mailed the same day and/or immediate electronic direct deposit shall be permitted, provided that the employee has given clear prior authorization.

3. At the time of lay-off or termination, all hours worked up to and through the normal work shift on day of lay-off or termination shall be paid at that time. If it becomes necessary for him/her to return at a later date for such payment, such employee shall be entitled to the regular wages due him/her for each day it became necessary for him/her to return or wait for his/her paycheck.
4. (a) Employees scheduled for lay-off/termination can be paid by mail with the following provisions. Any hours worked outside the normal work shift on date of lay off/termination are paid by mail within twenty-four (24) hours (Saturday, Sunday and holidays excluded). Checks mailed later than twenty-four (24) hours after lay-off will be subject to additional pay at regular wages due him/her. (Eight (8) hours for each day past due based on the postmark cancellation date of the payment.)

(b) Any claim for wages or reporting pay due an employee shall be presented in writing to the employer by the union within thirty (30) days after the particular payday when the error or violation occurred. The parties hereto agree that unless such claims are presented within the time limit herein set out they shall be considered, so far as the union is concerned, as having been waived by the employee or that they are unjustified, and shall accordingly be given no consideration.

Section 7.3. The number of employees at any time on any job, shift or in any employment shall be at the discretion of the employer. When any journeyman is assigned the responsibility of a foreman for the prosecution of the work, he/she shall receive not less than the foreman's rate of pay. Assigned foremen shall issue instructions to the workers except in unusual or emergency situations.

Section 7.4. Health and Safety:

(A) The Employer and employees shall comply with all applicable federal and state laws governing health and safety. The safety and health standards of applicable state and federal laws are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the exclusive right and responsibility of the Employer to insure compliance with safety and health standards and rules.

(B) An adequate supply of pure, cool, clean drinking water and sanitary drinking cups shall be kept in close proximity to workers at all times. At no time shall water bags be permissible.

(C) Toilets, urinals or latrines of approved types, in sufficient number and in clean and sanitary condition shall be provided on all jobs. Any worker found not cooperating in keeping these facilities clean and sanitary shall be subject to discharge. When performing work on existing sewage treatment plants or any other

similar unsanitary work projects, the Employer shall provide suitable facilities within reasonable proximity to the work for employees to wash and disinfect their hands prior to their lunch period. Time allowances for same shall not exceed five minutes, unless additional time is deemed necessary by supervision.

(D) First Aid Kits and other approved emergency equipment shall be kept in convenient and easily accessible places at all times, and shall be in the charge of an accredited First Aid Operator.

(E) Any transportation furnished by the Employer shall afford adequate protection against the elements of weather and shall be operated in a safe manner.

(F) Adequate facilities shall be provided within a reasonable time for the employees in which to dry their clothes and eat their lunches. Same shall be equipped with adequate heat. The storage of supplies or equipment shall not interfere with the use of these facilities as provided herein.

Section 7.5. Drug and Alcohol Testing:

(A) Labor and Management agree that it is in the best interests of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

(B) The employer has the right to screen employees

for alcohol and drugs as a condition of employment, as long as the above is in compliance with state and federal laws.

C) The parties will appoint representatives to the Construction Industry Drug-Free Workplace Program (DFW) Trust as provided in the Trust summary plan description for joint Labor/Management administration of the program. Testing will be in accordance with the DFW program. All testing will be paid by employer contributions to the DFW Trust. If test results are negative, the member will be paid \$50.00 by the program and will be issued a Drug Card. This expenditure is not for time worked, but for the undetermined amount of expense by the member.

(D) Except as provided in section (E) and (F), all employers signatory to this agreement, including employers who sign compliance agreements with the union, shall participate in the DFW and be required to pay the hourly contribution determined by the mutual agreement of the parties.

(E) Notwithstanding section (D), a signatory contractor may opt out of the program and not pay the contribution if:

1. It covers its employees within its Department of Transportation approved program or
2. Implements a drug and alcohol testing and treatment program which the DFW Trust has certified as meeting or exceeding the DFW program.

(F) Additionally, a signatory contractor who does not meet the section (E) exception, may choose to not participate in the program. However, such contractors must still make the contribution set forth in section (D).

G) If an employer opts out of the DFW program under section (E) or (F), prospective employee/members who test negative for any required drug and alcohol test will be reimbursed Fifty Dollars (\$50.00) for taking such test. This expenditure is not for time worked, but for the undetermined amount of expense by the prospective employee/member. For existing employees who test negative for any such required drug and alcohol test, the employee will be paid his/her scheduled hourly wage rate and fringes for the time required to take the test.

Section 7.6. Stewards:

(A) There shall be a steward on the job at all times while the work of the Brotherhood is being performed, except in the event a crew or portion thereof is required by the Employer to perform overtime work, then the steward shall be required only if he/she was performing the work which will continue into overtime. This method of selecting overtime workers shall not be considered discriminatory. The job Steward shall not initiate any physical altercation with any person on the jobsite or he/she shall be subject to immediate dismissal.

(B) The steward shall:

1. Be a working journeyman appointed in writing, by and at the discretion of the business representative of the Union.
2. In addition to his/her work as a journeyman, be permitted to perform during working hours such of his/her union duties as cannot be performed at other times.

(C) His/her official duties as a steward shall be limited to:

1. Securing the weekly Steward Report.
2. Pick up the tools for a sick or injured person and notify the Local Union and/or Regional Council Representative.
3. Transmit to the business representative all complaints and grievances emanating from the job.

(D) It being expressly understood and agreed that a steward's duties shall not include any matters relating to referral, hiring or termination or disciplining of employees. That he/she shall not in any way obligate the Union or business representative in any matter of policy, interpretation of Labor Relations Agreements or in any other prerogatives usually assigned to the business representative.

(E) In no event shall an employer or the Union dis-

criminate against the steward, nor will the employer discharge him/her on account of any action taken by him/her in the proper performance of his/her union duties. If in the opinion of the employer, the steward is not operating within the scope of this Agreement or that he/she is exceeding his/her authority, the employer shall notify the business representative who shall correct the matter.

(F) The steward shall not be discharged or transferred for actions taken in the proper performance of the steward's duties. The employer will notify the Union and be willing to confer with the Business Representative at least 24 hours prior to terminating the steward. If a steward is terminated, the Business Representative may appoint another steward from the remaining crew and shall advise the employer.

Section 7.7. Tools:

(A) All employees shall have tools sharp and in good condition upon going to the job, and unless the employer employs a saw-filer, the employer shall have employees' saws filed at no cost to the employee. No employee shall be required to take his/her saws off the job for filing.

(B) No employee shall be permitted to take upon any job, loan, rent or otherwise furnish any optical instruments, patented miter box, clamp (except saw clamp), ladder, saw horse or any power tool. The foreman shall be responsible for the proof of ownership of all power equipment and other items mentioned in this

paragraph. The employer shall furnish expendable tools such as taps, drills, files, hacksaw blades, special hand cleaners and solvents, welding gloves, standard welder hood and glasses. It is the responsibility of the employees to return such items to the employer in like condition less normal wear and tear.

(C) The employer shall furnish a suitable place for the safekeeping the employees' tools and work clothes. When they are so stored the Employer shall be liable for loss of tools and/or work clothes due to forced entry, flood or fire. He/she also shall be liable for accidental damage to worker's tools caused by movement of employer's equipment when such situation is beyond the employee's control. Any claim for such loss must be itemized in writing, certified to by his/her foreman and submitted within five (5) days after such loss. The employer shall be permitted seven (7) days after receipt of such claim to effect replacement of equal quality. Claims for loss shall be limited to tools and clothes necessary for the performance of the employees' work on the project on which the loss occurred, provided that the employees have been notified of such required tools and clothing.

(D) When stationary power saws or other stationary woodworking machinery are used on the job, they must be operated by qualified journeymen or apprentices in accordance with the appropriate apprenticeship standards.

(E) Employees shall be allowed such time as necessary to collect, clean, and store tools in the designated place

before quitting time. Wherever practical the tool house shall be placed close to the work.

Section 7.8. Certifications:

(A) When an employer requests a certified welder (Carpenter, Millwright or Piledriver) such worker shall possess and maintain an active Certification Card from an Accredited Testing Laboratory certifying that he/she has passed an American Welding Society (AWS) standard 3 position test within one year of date of employment.

(B) Any worker wishing to become so certified shall be entitled to take such test once a year from any Accredited Testing Laboratory and be reimbursed for cost of said test from the Oregon-Washington Carpenter Apprenticeship Trust Fund provided;

1. Prior authorization for test received from Willamette Carpenter Training Center, Inc.,
2. Test is passed; no reimbursement will be allowed for any test failures,
3. Receipt of payment for such test submitted to Willamette Carpenter Training Center, Inc.

(C) If any card/certification is needed for any safety procedure which requires training outside of the normal working hours, the Employer and the Union shall meet and determine what compensation is needed.

(D) Any charges incurred for additional certification required by the employer, not listed above, shall be paid by the employer. Any time employee spends obtaining additional required certifications shall be paid at the applicable wage rate.

(E) When, as a condition of employment, a certified welder is required to re-certify at the jobsite, the employer shall provide the employee with a copy of his or her certification papers.

Article 8

Immigration Reform and Control Act (IRCA) requirements, Reporting Pay, Minimum Pay and Standby Pay

Section 8.1. Immigration Reform and Control Act (IRCA). Any referral who is unable to qualify for employment under the provisions of the IRCA shall not be eligible for employment and the attendant benefits herein.

Section 8.2. Reporting Expense. When qualified workers report for work as directed and for whom no work is provided, they shall be paid \$40.00 reporting expense unless prevented from working by causes not under the control of the Employer. It being understood that the above reimbursements are for the inconvenience of reporting to the job site and are not to be construed as wages for work performed and that workers entitled to reporting expense shall not be required to

remain on the job site except as provided below.

Section 8.3. **Minimum Pay.**

(A) Employees who work less than four (4) hours shall be paid for four (4) hours and if worked more than four (4) hours but less than six (6) hours shall be paid for six (6) hours and if worked more than six (6) hours but less than eight (8) hours shall be paid for eight (8) hours.

(B) The above shall not apply if the work stoppage is due to equipment breakdown or weather conditions beyond the control of the employer.

(C) If an employee leaves or quits of his/her own volition, he/she shall be paid for actual time worked at the applicable straight or overtime rates. If a new hire is put to work and judged by the employer to be unsatisfactory, the worker shall be paid only for the actual time worked.

Section 8.4. **Stand-By.** On rain sensitive such as Dirt Work, Slab Work, Asphalt Work or in such cases as equipment breakdown, the Employer may request the employees to remain on the job for up to two (2) hours on a stand-by basis. If not put to work during this two hour period, the employee shall receive two hours wages plus fringes but shall not receive the \$40 reporting expense. If put to work, employees shall receive pay for actual hours worked in accordance with the minimum pay requirement of this Article.

Article 9

Classification and Wage Scales

Section 9.1. Old Work Protection.

(A) All private sector work in progress or bid, which was covered by the scope of the previous agreement, shall be guaranteed the protection of the appropriate wage and fringe benefit rates in effect in the previous agreement.

B. Public Work performed under the provisions of a prevailing wage statute shall be administered in accordance with the Article pertaining to the Public Works Project Davis-Bacon Act.

(C) All private work in progress at December 1, 2002 shall be subject to the full monetary increases.

Section 9.2. Classifications, wage rates, effective dates and duration will be in accordance with Schedule "A" attached hereto and made a part of this Agreement:

Journeyman:

Carpenter, Millwright, Piledriver, Drywall, Acoustical

Apprentice:

Carpenter, Millwright, Piledriver, Drywall, Acoustical

Section 9.3. Monetary Increase - in the hourly total wage and fringe package increases for the life of this

four (4) year agreement are effective on the dates indicated below:

June 1, 2002 - \$1.05 per hour for each group, distributed with:

- \$.54 per hour to Wages
- \$.25 per hour to Pension
- \$.25 per hour to Health & Welfare
- \$.01 per hour to Training

June 1, 2003 - \$1.10 per hour for each group, distribution to be determined.

June 1, 2004 - \$1.15 per hour for each group, distribution to be determined.

June 1, 2005 - Wage and fringe opener only.

Section 9.4. Distribution of Monies - The union reserves the right to move monies within the wage package (Wages, RCD) and the benefit package, without approval of the AGC, so long as no more than fifty per cent (50%) of the total monetary increase is allocated to the benefit package.

Article 10

Non-Recurring Work

Section 10.1.(A) In times of emergency, necessary work ordinarily performed by members of a particular craft and involving less than one (1) day's labor per worker, may be assigned to another craftsman. In such

cases, wage scales shall be recognized as applying to the classification rather than the worker, and any employee performing such work shall be paid the rate for the classification of the work which he/she is required to do, provided that under no such conditions shall an employee be paid a lower rate than that of the classification under which he/she was working immediately prior to the temporary assignment herein referred to. This provision is designed to care for emergency situations where workers of the proper craft are not available, or because of the short duration of the particular work to be done, or the remoteness of the job, it would be impractical from both the Union's and the Employer's standpoint to dispatch the workers ordinarily used.

(B) This Article will only apply in cases where reciprocal conditions are given by other crafts.

Article 11

Government Requirements

Section 11.1. (A) This Agreement and all the terms thereof shall be subordinate to every provision in any contract which the employer may bid for or enter into with any public or quasi-public or governmental body for the performance of work covered by this Agreement, and the parties hereto agree to conform to and abide by any restrictions or requirements regarding employment contained in such contract.

(B) The union and the employer pledge their mutual

cooperation in complying with the Equal Employment Opportunity Regulations supported by appropriate Executive Orders and in the development of a program of affirmative action.

(C) Any affirmative action program or its equivalent intended to foster equal employment which is mutually adopted by or imposed upon the parties signatory hereto for an area within the jurisdiction of this Agreement shall become an amendment to and supersede this Agreement.

(D) It is understood that both the employer and the union will use every effort to combat and prevent any activity or procedure which create a situation detrimental to the labor standards established by this Agreement.

Article 12

Apprenticeship and Training

Section 12.1.(A) Recognizing the need for an adequate supply of qualified carpenters, the Association and Union mutually agree to actively promote, and participate in, joint apprenticeship and skill advancement programs designed to meet this need.

(B) The Pacific Northwest Regional Council and the Association jointly believe that it is of the utmost importance to the industry that the current apprenticeship and skill advancement program be utilized to its maximum to provide quality training programs for all

segments and areas of the industry in order to qualify and maintain a skilled work force. To that end, the Pacific Northwest Regional Council and the Association agree to the following agenda:

Section 12.2. Such programs which exist or are developed to achieve this end and are supported in whole or part from funds derived from this Agreement shall:

(A) Be jointly administered by equal representation of management, as appointed by the Association, and labor, as appointed by the Union.

(B) Comply with all applicable State and Federal regulations governing same.

(C) Comply with Oregon and/or SW Washington Construction Carpenter Selection Procedure.

(D) Predicate an applicant's entrance into and advancement in the program solely upon results of evaluation procedures designed to reflect the minimum competency necessary to satisfactorily perform the requirements of any given level.

(E) Issue certification of achievement to each person satisfactorily completing the program's uniform competency standards as established by parties to this Agreement.

Section 12.3. Apprenticeship JATC

(A) JATC shall have six sets of Standards - Carpenter,

Exterior/Interior Specialists, Millwrights, Maintenance Millwrights, Pile Drivers and Scaffold Erectors.

(B) Geographic area will include all of the State of Oregon and that part of the State of Washington currently covered by the OR/SW WA Collective Bargaining Agreements.

(C) One JATC has been established for the entire OR/SW WA collective bargaining area. All of the original JATC's have become Area Sub-Committees and have retained their geographic areas. Appointment to Area Sub-Committee membership is per Labor/Management Collective Bargaining Agreement.

(D) Labor shall appoint 4 labor members & 4 alternate labor members and management shall appoint 4 management members and 4 alternate management members to the JATC. Management members will be appointed as follows: Associated General Contractors one (1) plus one (1) alternate, General Contractors and Concrete Association one (1) plus one (1) alternate, Wall and Ceiling Association one (1) plus one (1) alternate, Member-at-Large one (1) plus one (1) alternate; appointed by agreement between the three Associations. Both the labor and the management associations will endeavor to make appointments from across the OR/SW WA Collective Bargaining Area.

(E) Members will serve until they resign or are replaced by the appointing authority, or in the case of the Members-at-Large, removed by agreement of at least two of the Associations.

(F) The Chair and Secretary positions of the JATC will be rotated on an annual basis between labor and management.

(G) The JATC shall be responsible for the evaluation and selection of all applicants and apprentices. The Area Sub-Committees shall conduct selections, evaluation and re-rates in accordance with JATC policy, subject to the final approval by the JATC.

(H) The JATC shall administer the apprenticeship program to maximize its effectiveness throughout the bargaining area in accordance with applicable laws and regulations. The JATC shall utilize area and specific discipline subcommittees to carry out certain of its responsibilities.

Section 12.4. Apprentices

(A) Apprentices shall be indentured to the JATC but will be under the supervision and direction of the Area Sub-Committee to which the apprentice applied and was accepted.

(B) Apprentices shall work in the trade to which they are indentured and may work for any approved Training Agent throughout the OR/SW WA Collective Bargaining Area.

(C) Apprentices may request transfer from one Area Sub-Committee to another as allowed in the JATC Policy & Procedure. This would be an "in house transfer" and would not require re-registration with the

State of Oregon or Washington.

Section 12.5. Training Agents

(A) All contractors signatory to a local area collective bargaining agreement with the United Brotherhood of Carpenters in this bargaining area are recognized Training Agents throughout the OR/SW WA Collective Bargaining Area unless determined otherwise by the JATC.

(B) The employer shall take all steps necessary to see that each apprentice works under and with competent journeymen in the occupation for which the apprentice is being trained and is assigned to working and learning tasks so that the apprentice masters the on-the-job training and related instruction.

(C) The employer must comply with the provision of these standards and any agreement applicable to the sponsor's program. The employer, on forms approved by the Oregon State Joint Apprenticeship and Training Council, must make regular reports to the appropriate apprenticeship committee.

(D) The JATC shall have the authority to determine whether the contractor is in compliance with the rules and regulations for the operation of the apprenticeship committee. Should the committee determine that the contractor is not in compliance with the apprenticeship regulations and in the event that the committee terminates or suspends the employer's training agent status, the employer shall no longer be eligible to train registered apprentices. Termination of training agent status

pursuant to this provision shall not affect the remainder of this agreement and all other provisions shall remain in full force and effect.

Section 12.6. A contractor shall employ at least one (1) apprentice on any job site on which five (5) or more journeymen are employed and at least the equivalent of one (1) apprentice for every five (5) journeymen in his/her total work force. The Joint Apprenticeship and Training Committee (JATC) shall permit enrollment sufficient to satisfy this minimum ratio.

Section 12.7. Apprentices shall be removed from the job, for just cause, by the employer, upon receipt of written notification from the Apprenticeship Committee (JATC).

Section 12.8. Apprentice wage and fringe benefits shall be provided in accordance with the attached Schedule 'A' at the appropriate apprentice classification rate.

Section 12.9. Programs which exist and/or are developed to achieve training, shall be expanded to provide competency evaluation. Properly qualified workers will be dispatched by the Union in accordance with Article 5.4.B. of the Agreement.

(A) All applicants, unless evaluated prior to placement on a job, may only be dispatched as properly registered first term apprentices.

(B) Applicants not claiming prior experience will be

processed according to the Oregon and/or SW Washington Construction Carpenter Selection Procedure as herein outlined.

(C) Applicants claiming prior experience shall be scheduled at the next regular evaluation date to determine journeyman or assigned apprenticeship competency level.

- (1) Those applicants evaluated as journeymen will be placed on the out-of-work list.
- (2) Those applicants evaluated as apprentices will be assigned the appropriate level of competency and processed according to the Oregon and/or SW Washington Construction Carpenter Selection Procedure.

Section 12.10. A testing and evaluation procedure for applicants claiming prior experience will be developed by the JATC for the Area Sub-Committees. The testing will be administered for the committees by the area Carpentry Apprenticeship Coordinators. Using the JATC's evaluation procedure, the Area Sub-Committees will determine:

- (1) If the individual possesses the minimum competency standards of a journeyman or;
- (2) The applicable apprentice competency level of the registrant.

Evaluation results shall be given to the Secretary of the

Committee. The Secretary shall advise the local union, and the employer of the assigned apprentice competency level.

Section 12.11. Workers admitted to the union as a result of organizational effort shall be afforded the opportunity of evaluation in accordance with Section 12.10. above. Such evaluation shall be supplied the employer to assist him/her in assigning the competency level of his/her employees.

Section 12.12. Special Needs Journey Level Training

(A) When the Employer has a need for Special Needs Journey Level Training, consistent with the semi-annually published Carpenter Training Program schedule of classes, training will be provided at no cost to the employer when a sufficient number of employees are available for classes. If a scheduled class is not available to meet the employers needs, the employer may request the development of an industry program through the respective established JATC, or another expedient vehicle if recommended by the Director of Training.

(B) The Association and Union jointly agree to cooperate immediately in the development of a program of continuing education for the carpenters workforce.

Section 12.13. Foreman Training

(A) **Foreman Supervisory Skills.** The Association, the Union, and the respective training affiliates agree

to commence efforts on journeyman skill advancement training programs which focus on foremen's supervisory skills and responsibilities. These programs will be offered throughout the bargaining area with particular emphasis in the rural areas.

(B) Premium for Foreman. An increased foreman's premium of two percent (2%) for a total of ten percent (10%) will be provided for:

- (1) Individuals who successfully complete a jointly agreed upon Foreman's Training Curriculum and;
- (2) The individual is assigned as a foreman by his/her employer.

Article 13

Investigation By Union Business Representative

Section 13.1.(A) The authorized Business Representative of any Union affected by this Agreement shall have the right to investigate conditions existing on any job at any reasonable time, upon first reporting to the employer or his/her representative and presenting properly certified credentials. He/she shall not be allowed to unduly interfere with the progress of the work.

(B) Only the Business Representative who has proper credentials from the Union shall be allowed on any job

to solicit membership in the Union and to collect monies from any employee of the employer in accordance with Article 5 of this Agreement.

Article 14

Settlement of Disputes-Strikes and Lockouts

Section 14.1. Jurisdictional Disputes:

(A) If a jurisdictional dispute arises, it shall first be submitted to local business representatives of the crafts involved for settlement; and, if no understanding or agreement is reached *within forty-eight (48) hours*, it will be referred to the International Unions involved for settlement. The International Unions shall be requested to meet within forty-eight (48) hours to settle the dispute and, if no agreement is reached on this level within five (5) days, the parties to the dispute may extend the period of settlement to another fixed date mutually agreed upon. All disputes shall be processed and determined under the procedural rules and regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (June 1, 1973). Existing or new International Jurisdiction Agreements shall be respected by all parties. There will be no cessation or stoppage of work until "A" has been complied with.

(B) Should the Oregon-Columbia Chapter, AGC not

become signatory to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (June 1, 1973) the disputing parties may immediately seek resolution through the National Labor Relations Boards and/or courts.

Section 14.2. Settlement of Non-Jurisdictional Disputes

Grievance Procedure

In the settlement of disputes arising out of a violation, misunderstanding or difference in interpretation of this Agreement, the following procedure shall be followed:

Step 1

(A) The union, employees or employers having a grievance shall present such grievance to the Job Steward or Union Representative. The steward or union Representative or employee, shall present such grievance to the employer's local representative at the job site. Such grievance shall be presented to the employer in writing with a copy of said grievance to be filed with the local Union representative within fifteen (15) calendar days from date of violation to be valid.

(B) Therefore, no dispute, complaint or grievance shall be recognized unless called to the attention of the contractor or Union in writing within fifteen (15) calendar days after alleged violation was committed. For dispute involving wage claims refer to Article 7

Step II

If no settlement is reached under Step I, the grievance shall be then presented, in writing, to the Employer's authorized representative at the Employer's office headquarters. The office headquarters shall mean the Employer's main office which has control for the territorial jurisdiction of this Agreement. If the grievance is not settled within seventeen (17) calendar days, either party may thereafter notify the other party that the grievance is moved to Step III.

Step III

(A) If no agreement is reached in Step II within seventeen (17) calendar days, either party may submit the grievance in writing to a Joint Adjustment Board composed of two (2) members selected by the Union, and two (2) members selected by the Association. The Board members shall not be employees of the Local Union involved, or the Company involved. Any complaint, dispute or grievance not submitted in writing, requesting a Joint Adjustment Board hearing within seventeen (17) calendar days, shall be regarded as waived unless the parties otherwise agree in writing.

(B) The Joint Adjustment Board shall meet within twelve (12) calendar days of receipt of such request. A decision by a majority of the Joint Adjustment Board shall be final and binding on both parties. In the event the Joint Adjustment Board fails to render a decision

within twelve (12) calendar days from their first meeting date, either party may, within twelve (12) calendar days give written notice to the other party of arbitration. The parties may mutually agree to extend the time limits.

Step IV

(A) If no settlement is reached under Step III, either party may request, in writing, to the arbiter, that the grievance be taken to arbitration. The arbiter shall hear the grievance within seventeen (17) calendar days after receipts of the request, unless it is mutually agreed to extend such time limit. The arbiter shall render his/her decision within seven (7) calendar days after the grievance is heard, unless it is mutually agreed to extend such time limit. The arbiter may render his/her decision orally within the time limits and not be in violation of this clause. However, either party may demand a written decision to follow. The expenses of the arbitration, excluding attorney's fees, shall be borne by the losing party, unless awarded otherwise by the arbitrator.

(B) If the parties are unable to agree upon the impartial arbitrator within a period of five (5) calendar days, then either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) names. If the parties cannot agree, then they shall go to the Federal Mediation and Conciliation Services. After receipt of the names of the seven (7) arbitrators, the parties shall meet and alternate in striking names from the list, with

the first striking decided by the tossing of a coin. The remaining name, after each party has struck three (3) names, shall be the impartial arbitrator. The decision of the arbitrator shall be final and binding on both parties.

(C) Arbiter

1. The jurisdiction of the arbiter shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement, therefore, the arbitrator shall not have legislative power.
2. It is further understood and agreed that the arbiter's decision may provide retroactivity not to exceed twenty (20) calendar days from the day of the written filing of the complaint as set forth in Step I of this Article.

Section 14.3. Should the parties involved fail to comply with the time limits established in this Article, unless mutually agreed to extend such limits, then either party may proceed directly to arbitration on a unilateral basis in accordance with Section 14.2.

Section 14.4. Should the parties involved fail to comply with the findings within five (5) calendar days after written notification of the arbitrator's decision, then either party may take such action as it deems necessary to enforce the findings of the arbitrator and they shall not be considered in violation of any part of this Agreement.

Section 14.5. The Union will not recognize an unauthorized picket line. It shall not be a violation of this Agreement nor cause for discharge for any employee covered by this Agreement to refuse to cross a picket line. The union is to notify the Association in writing of a sanctioned picket line.

Section 14.6. It is mutually agreed that there will be no strikes or lockouts, or cessation of work, by either party, for the duration of this Agreement, and all non-jurisdictional disputes arising under this Agreement shall be submitted to the procedures for the settlement of disputes as provided for above.

Article 15

Health-Welfare and Dental

Section 15.1. In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms or corporations as listed in Schedule "B", or otherwise coming under the scope of this Agreement, who are, or may become signatory parties to this Agreement, agree that the existing Health and Welfare Trust fund as established January 1, 1956, shall continue in full force and effect for the purpose of providing Health-Welfare and Dental benefits for all eligible employees covered by this Agreement, and shall pay into the existing Oregon-Washington Carpenters-Employers Health and Welfare Trust Fund: For Health-Welfare and Dental the sums per compensable hours listed in Schedule "A". Such payments shall be made monthly

in accordance with the requirements of the Trust Agreement and all applicable provisions of the existing Trust Agreement shall continue in full force and effect. The Fund established by prior contributions shall be recognized as a fund held in Trust, and therefore an appropriate depository for the contributions referred to herein above.

Section 15.2. It shall be a violation of this Agreement for the Union to allow workers covered by this Agreement to work for an Employer who fails, after due notice, to make the proper contributions to the Health and Welfare Fund in accordance with the provisions of this Agreement.

Section 15.3. In the event an Employer fails to make the monetary contributions in conformity with this Article of the Agreement, the Union is free to take any economic action against such Employer it deems necessary, and such action shall not be considered a violation of this Agreement.

Article 16

Pension

Section 16.1. In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms or corporations as listed in Schedule "B", or otherwise coming under the scope of this Agreement, who are, or may become signatory parties to this Agreement, agree that the existing Pension Trust Fund as estab-

lished July 1, 1962, shall continue in full force and effect for the purpose of providing Pension benefits for all eligible employees covered by this Agreement, and shall pay into the existing Oregon-Washington Carpenters-Employers Pension Trust Fund the sums per compensable hours, listed in Schedule "A". Such payments shall be made monthly in accordance with the requirements of the Trust Agreement and all applicable provisions of the existing Trust Agreement shall continue in full force and effect. The Fund established by prior contributions shall be recognized as a fund held in trust, and therefore an appropriate depository for the contributions referred to herein above.

Section 16.2. It shall be a violation of this Agreement for the Union to allow workers covered by this Agreement to work for an employer who fails, after due notice, to make the proper contributions to the Pension Fund in accordance with the provisions of this Agreement.

Section 16.3. In the event an employer fails to make the monetary contributions in conformity with this Article of the Agreement, the Union is free to take any economic action against such employer it deems necessary, and such action shall not be considered a violation of this Agreement.

Section 16.4. The employer shall provide for a voluntary deduction on an individual basis and forward to the employee's designated individual 401(k) account through the administrator of the existing Trust at no cost to the employer. Employees shall designate the

amount to be deducted and that amount shall be shown on the dispatch slip. Employees may increase or decrease the percentage they contribute or stop their contributions to the Plan at any time. To make any of these changes, they must submit a new salary reduction agreement form to their Local Union and Employer at least fourteen (14) days before they want the change to be effective. This is a non-matching plan and shall not be changed to require Employer contributions now or in the future.

Article 17

Trustee Qualification Criteria

Section 17.1. In order to qualify as a Management Trustee on any Carpenter Board of Trustees herein after designated, a Management Trustee must be a signatory employer, or full time non-bargaining unit employee of the signatory contractor, or a regular officer of the employer, who contributes to the respective Trust Fund, or a full-time staff person of a signatory employer association.

Section 17.2. The chairmanship of the various Trust and sub-committees shall rotate on an annual basis between Labor and Management Trustees.

Section 17.3. For the purpose of this agreement the term "signatory employer" shall mean: Any active contractor signatory to a Carpenters Master Labor Agreement and contributing on compensable hours to

the Oregon-Washington Carpenters-Employers Trust Funds.

Article 18

Vacation Fund

Section 18.1. In addition to wage scales listed in Schedule "A" herein all Employers shall pay into the Oregon-Washington Carpenters Vacation Trust Fund the sums per compensable hours as listed in Schedule "A". Such payments shall be made monthly in accordance with the requirements of the Trust Agreement.

Section 18.2. It is further agreed that the trust fund established for the purpose of providing vacation shall be jointly established and equally administered by Trustees from the Union and the Association.

Section 18.3. It shall be a violation of this Agreement for the Union to allow workers covered by this Agreement to work for an employer who fails, after due notice, to make the proper contributions to the Vacation Fund in accordance with the provisions of this Agreement.

Section 18.4. In the event an employer fails to make the monetary contributions in conformity with this Article of the Agreement, the Union is free to take any economic action against such Employer it deems necessary and such action shall not be considered a violation of is Agreement.

Article 19

Training Fund

Section 19.1.(A) In addition to wage scales listed in Schedule "A" all Employers shall pay into the Oregon-Washington Carpenters' Training Trust Fund the sums per compensable man-hour as listed in Schedule "A".

(B) The existing Oregon-Washington Carpenters' Training Trust Fund, as established May 1, 1965, shall continue in full force and effect, and shall be recognized as a fund held in trust, and therefore an appropriate depository for the contributions referred to herein above.

Section 19.2. It is further agreed that the trust fund established for the purpose of providing training for apprenticeship and journeyman skill advancement shall be jointly established and equally administered by trustees from the Union and the Association.

Section 19.3. It shall be a violation of this Agreement for the Union to allow workers covered by this Agreement to work for an Employer who fails, after due notice, to make the proper contributions to the Training Fund in accordance with the provisions of this Agreement.

Section 19.4. In the event an employer fails to make the monetary contributions in conformity with this Article of the Agreement, the union is free to take any economic action against such employer it deems nec-

essary, and such action shall not be considered a violation of this Agreement.

Article 20

Regional Council Deduction

Section 20.1.(A) Upon presentation of a proper authorization form executed by the individual employee, the Employer agrees to deduct Regional Council deduction from taxable wage and remit same to the Regional Council in accordance with applicable law, for each compensable hour during the life of this Agreement.

(B) It is understood the employers will remit each month this deduction in accordance with this Article on the transmittal forms used for fringe benefit contributions and that the pro rata costs of such forms and the collection and accounting thereof will be paid by the union to the fringe benefit administrator.

(C) The authorization forms shall be supplied by the union and the employer is under no obligation to solicit employees for authorization.

(D) The union guarantees that the Regional Council Deduction to be deducted shall be the amount applicable to all members of the Union covered by this Agreement as established by the membership through their duly elected delegates in accordance with the union constitution. The Union guarantees that the union fund collected in this manner shall not be used as a strike fund against the employers party to this

Agreement. Should the Union violate either provision of this paragraph, this Article shall be null and void for the remaining period this Agreement. The procedure shall not be applicable to initiation fees, fines, or readmission fees. The union pledges to notify the Association prior to any unilateral change in the allocated RCD deduction amounts.

Article 21.

Special Agreements

Section 21.1.(A) The union recognizes that there exists in the construction market place a strong non-Union element in our bargaining area, and agrees to meet this threat through the use of Special Agreements, and/or job agreements, negotiated by mutual consent the parties hereto.

(B) When conditions warrant such an agreement may be used in a specified geographic location(s) and/or for all projects within a certain specific and mutually agreed upon segment of the construction industry.

(C) All requests for Special Agreements (and extensions of same) shall be in writing and the contractor agrees to give the Carpenter's Union ample time to review the request. When possible, seven (7) days notice shall be given to the Carpenter's Union for their approval.

(D) It is the obligation of the Contractor to check with

the Office of the Regional Council of Carpenters to determine if projects on which they intend to bid are covered by such agreements.

Section 21.2. If the Union negotiates special agreements for any work covered by this Agreement with any other employer or Employer Association, all provisions of such agreements shall be made available and apply to any employer signatory to this Agreement for the specific work and specific area covered by such special Agreement only.

A Memorandum of Understanding dated June 1, 1988, is incorporated as a supplement to this agreement.

Article 22

Reciprocal Guarantee

Section 22.1. (A) It is expressly understood by the signatory parties hereto, that their participation in this Agreement is based on the guarantee that they will use their best effort to require conformance to the terms hereof on all types of construction work covered by this Agreement and within the territory as set forth in Article 1.

(B) It shall not be a violation of this Agreement for either party to take economic action for non-compliance with this Article. Any violations of the terms herein shall be subject to Article 14.1(A) and 14.1(B).

Article 23

Ancillary Employer Funds

Section 23.1. Prevailing Wage Law Enforcement (PWLE). In addition to wage scales listed in Schedule "A" herein, all persons, parties, firms or corporations as listed in Schedule "B" or otherwise coming under the scope of this Agreement, who are or may become signatory to this Agreement agree that the PWLE is in effect and shall pay monthly in accordance with the applicable Trust Agreement an amount of two cents (\$.02) per compensable hour for the purpose of enforcing the Federal and State Prevailing Wage Laws. Contributions will be made on the same form as other Trust payments.

Section 23.2. (A) Contract Administration Fund. Effective June 1, 1991, a Contract Administration Fund (CAF) shall be established within AGC by virtue of this agreement and shall continue in full force and effect during the term of this agreement. All employers signatory to this Collective Bargaining Agreement, or who become signatory, or otherwise come under the scope of this agreement, shall contribute the sum of three cents (03¢) per hour worked by employees covered under this agreement into said fund. An employer shall not be required to contribute more than a total of One Thousand Dollars (\$1,000.00) in any contract year (i.e. June 1st to May 31st) to the Fund, but amount erroneously paid in excess of said \$1,000.00 yearly maximum shall be deemed to be voluntarily paid without right of refund. Contributions will be

made on the same form as other Trust payments.

(B) For the purpose of administering this Fund, the Individual Employer by becoming signatory to this Agreement does hereby designate the Employer Trustees to act as his agent in all matters concerning said Trust Fund.

Article 24

Agreement All Inclusive

Section 24.1. Except as herein above and hereinafter specifically provided, this Agreement contains all of the covenants and agreements between the parties, and nothing outside this Agreement not specifically noted herein shall modify, amend or add to its terms except by mutual agreement between the parties. If situations arise during the life of this Agreement which shall necessitate modifications, amendments or additions, these same shall be arrived at through negotiations and mutual agreement, and shall be appended hereto by a written supplement.

Section 24.2. This article shall apply in the event of relevant actions by Financial Accounting Standards Board (FASB).

Article 25

Saving Clause

Section 25.1. Should any part or any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction or the N.L.R.B., such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions hereof; provided, however, upon such invalidation, the parties agree to meet without delay and negotiate such part or provision affected. The remaining parts or provisions shall remain in full force and effect. If the parties are unable to negotiate such change or classification, within thirty (30) days (unless extended by mutual consent), either party may, after three (3) days written notice to the other, submit the matter to Arbitration under Step IV, of Article 14.2.B.

Section 25.2. National Health Care

(A) In the event of the enactment of National Health Care legislation which limits the deductibility of employer Health/Welfare contributions, the Association and Union will meet immediately to ensure the deductibility to the employer of the full compensation package.

(B) If the method of adjustment cannot be mutually agreed upon within 60 days, it will be referred to the grievance procedure.

Article 26

Labor Management Board

Section 26.1. The signatory parties adopt as a part of this Agreement any attached addendum's or supplements negotiated between the Regional Council and the Association.

Section 26.2. Joint Safety Committee:

A Joint Labor-Management Safety Committee, consisting of an equal number of employer and employee representatives, is hereby established which shall meet periodically to review safety issues and increase safety awareness in the construction industry. The Committee shall also constitute a Labor/Management Committee to meet periodically to discuss safety, as well as other matters of mutual concern.

Section 26.3. Competitive Analysis:

A. The parties to this agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas.

B. Notwithstanding the provisions of paragraph A of this Section, the parties agree to establish a Competitive Analysis Committee (CAC) which will be made of an equal number of labor and management

representatives not to exceed six (6) individuals.

C. This committee will seek specific market information from volume of local municipality's building permits, signatory contractors, and the respective trust fund for the development of geographic and market research facts. From such statistics, market goals will be established and facts analyzed to calculate what adjustments are needed in the economic variables of this Agreement. Economic components shall be defined as wages, fringe benefits, working conditions, special addendum agreements, but shall not be limited exclusively to these elements.

D. Measurable goals for specific markets shall be established to increase work opportunities of the signatory parties during the life of this agreement.

E. This Committee shall develop procedures to carry out the intent of the bargaining parties. This Committee shall be established and the parties named within fifteen (15) days after the effective date of this agreement.

F. The Regional Council will notify the Competitive Analysis Committee (CAC), in writing, of any amendment, modifications, exceptions or addendum to this Agreement which might be negotiated in any area covered by this agreement between the Union and Individual Employer or group of individual Employers.

Article 27

Apprenticeship - Fringe Benefits

For Apprentices in 1ST and 2ND periods the employer shall pay wages and make contributions for: Health & Welfare, Vacation, Regional Council Deduction, Training, PWLE, and CAF.

For Apprentices in 3RD, 4TH, 5TH, 6TH, 7TH and 8TH periods the employer shall pay wages and make contributions for: Health & Welfare, Vacation, Pension, Regional Council Deduction, training, Drug Testing, PWLE and CAF.

CARPENTER AND MILLWRIGHT

Apprenticeship Wage and Contribution Schedule

Periods	BW	H&W	VAC	PEN	RCD	TRNG	*DT	*PWLE	*CAF
1,2	X	X	X		X	X	X	X	X
3,4,5,6, 7 & 8	X	X	X	X	X	X	X	X	X

BW = Base Wage

H&W = Health & Welfare

VAC = Vacation

PEN = Pension

RCD = Regional Council Deduction

TRNG = Apprenticeship and Training

*DT = Drug Testing

*PWLE = Prevailing Wage Law Enforcement

*CAF = Contract Administration Fund

Special Notes on Apprenticeship Monetary Packages:

1. Apprentice Carpenters and Millwrights in the 1st and 2nd periods, when working on any State or Federal prevailing wage projects, shall have their Pension Fund contributions (notwithstanding the Provisions of Article 16.4) paid directly to the Apprentice, as an addition to their base wage.
2. Carpenters and Millwright Apprentices receive fringe benefits as indicated above and Zone Pay Differential.
3. Piledriver Apprentices receives full fringe benefits and Zone Pay Differential.

Article 28

Apprenticeship Percentage Rates

28.1 Percentage is of base wage only. The progressive wage rate to be paid the respective Apprentice is:

Carpenter and Millwright Apprenticeship Rates

1st period	50% of Journeyman Wage
2nd period	58% of Journeyman Wage
3rd period	64% of Journeyman Wage
4th period	70% of Journeyman Wage
5th period	76% of Journeyman Wage
6th period	82% of Journeyman Wage
7th period	88% of Journeyman Wage
8th period	94% of Journeyman Wage

Piledriver Apprenticeship Rates

1st period	60% of Journeyman Wage
2nd period	73% of Journeyman Wage
3rd period	75% of Journeyman Wage
4th period	80% of Journeyman Wage
5th period	83% of Journeyman Wage
6th period	85% of Journeyman Wage
7th period	90% of Journeyman Wage
8th period	95% of Journeymen Wage

28.2 Apprenticeship rates in Addendum agreements: When an Apprentice Carpenter, Millwright, Piledriver or Drywall Acoustical is used under the attached addendum agreements, he/she shall receive the percentage of the basic rate in the Private Works addendum.

Article 29

29.1. Public Works Project Davis Bacon Act and Related Statutes ORS 279.348 to 279.361.

(A) In the event an individual contractor bids a public job or project being awarded by a federal, state, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established or established by the Secretary or the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1,3,5 and 7, and which

determinations are published in The Federal Register). or by the commissioner of the Oregon Bureau of Labor and industries (pursuant to ORS 279.348 to 279.361). or by the Director of the Washington Department of Labor (Pursuant to RCW 39.12.010 to RCW 39.12.900), The predetermined wage and fringe rate shall apply for the duration of this labor agreement plus 16 months. The total determined package may be reallocated between wages and fringes to reflect the current fringe rates in the Master Labor Agreement.

(B) In the event a Contractor utilizes this Article on a job or project, whose duration is longer than the duration of this agreement, the Contractor shall enter into a project agreement for the duration of the job or project but not to exceed 16 months after the termination of this Labor Agreement. The project agreement shall incorporate the terms and conditions of this agreement.

(C) The employers' Association and the Union agree to meet as soon as possible if any change is made in the present method of determining the prevailing wage rates which would be adverse to either party.

CLASSIFICATIONS

CARPENTERS - GROUP I

Carpenter, including but not limited to:

- * Acoustical and Drywall
- * Automatic Nailing Machine
- * Form Strippers
- * Caulkers (Boat Construction)
- * Instrument Men

- * Manhole Builders
- * Placing Precase Shapers
- * Riggers, Burners* Saw Filers
- * Plastic Materials and Fiberglass
- * Siding Application - Shingles
- * Metal Studs
- * Toxic treated wood or steel material - receives premium of \$.25 per hour, 8 hour minimum.

CARPENTERS - GROUP II

- * Floor Layers, and Floor Finishers (the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed).
- * Welders (receives premium of \$.25 per hour over Group I).
- * Insulators (fiberglass and similar irritating material).
- * Stationary Power Saw (8 hour minimum).
- * Working with charred material.
- * When a workman wears a facial mask with a remote cartridge.
- * Working swinging, hanging nonrigid Bosn's chairs, supported from rope or cable on safety belt.

- * Working on the Vertical Hoist Tower Construction, pier construction, falsework or similar type work over 50' high.

CLASSIFICATIONS

Millwrights - Piledrivers

MILLWRIGHTS - GROUP I

- * Millwrights and Machine Erectors (Journeymen, Riggers and Burners)
- * Toxic treated wood or steel material - receives premium of \$.25 per hour, 8 hour minimum.

MILLWRIGHTS - GROUP II

- * Welders (receives \$.25 per hour over Group I.)
- * Instrument Men

PILEDRIERS - GROUP I

- * Piledrivers, Bridge, Dock, Wharf Builders (working with creosote and other toxic, treated wood and steel material, diesel hammer, shall receive \$.25 per hour premium minimum of 8 hours.)
- * All workers when working in sheet pile coffer dams or cells up to the external water level shall receive a \$.15 premium - 8 hour minimum.

PILEDRIERS - GROUP II

- * Boom Men
- * Welders (Welders receive \$.25 premium above Group I base.)
- * Working on the Vertical Hoist Tower Construction, pier construction, false work or similar type construction over 50' high.

PILEDRIERS - GROUP III

- * Marine Piledriver Working on Water. Welders receive \$.25 premium above Group III base.

NOTE: A Piledriver Foreman can supervise a crew on one rig only while such crew is engaged in driving pile.

Article 30

Zone Pay Differential - Reference Cities

Section 30.1.

A. The parties to the Agreement recognize that because of remoteness of area and other reasons, there is a great inequity between the living expenses of an employee providing for himself/herself and his/her family in the major metropolitan areas and those of an employee working in the remote areas within the large geographical area of this Agreement, and therefore, adopt the following provisions for wage scales.

(B) All carpenters and millwrights dispatches for Washington State counties; Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and milage shall be computed from that point.

**Section 30.2. Zone Pay Differential -
Mileage and Rates**

Carpenters, Millwrights and Piledrivers

When an employer specifically transfers an employee, zone pay shall be based on the employee's original dispatch point with that employer. This shall not apply to employees who voluntarily put themselves on an out of work list in another area.

(A) All jobs or projects located within thirty (30) miles of the respective city hall of the cities listed below shall receive the basic rate of pay for all classifications (Zone A) as listed in Schedule "A".

(B) All jobs or projects located more than thirty (30) miles and less than forty (40) miles from the respective city hall of the cities listed below shall receive Zone "B" allowance. The basic rate of pay shall be increased by eighty-five cents (\$0.85) per hour.

(C) All jobs or projects located more than forty (40) miles and less than fifty (50) miles from the respective city hall of the cities listed below shall receive Zone "C" allowance. The basic rate of pay shall be increased by one dollar and twenty-five cents (\$1.25) per hour.

(D) All jobs or projects located more than fifty (50) miles and less than sixty (60) miles from the respective city hall of the cities listed below shall receive Zone "D" allowance. The basic rate of pay shall be increased by one dollar and seventy cents (\$1.70) per hour.

(E) All jobs or projects located more than sixty (60) miles and less than seventy (70) miles from the respective city hall of the cities listed below shall receive Zone "E" allowance. The basic rate of pay shall be increased by two dollars (\$2.00) per hour.

(F) All jobs or projects located more than seventy (70) miles from the respective city hall of the cities listed below shall receive Zone "F" allowance. The basic rate of pay shall be increased by three dollars (\$3.00) per hour.

(G) All jobs or projects located more than one hundred (100) miles from the respective city hall of the cities listed below shall receive Zone "G" allowance. The basic rate of pay shall be increased by five dollars (\$5.00) per hour. If the employee is required to remain overnight, the employer and union shall meet. When transportation or overnight accommodations of equal or greater value are provided by the employer, the five dollar (\$5.00) requirement may be waived.

Section 30.3. (A)

CARPENTERS - FOR THE FOLLOWING CITIES:

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	St. Helens
Coos Bay	LaGrande	Ontario	The Dalles
Corvallis	Lakeview	Pendleton	Tillamook
			Vancouver

30.3. (B)

MILLWRIGHTS - FOR THE FOLLOWING CITIES:

Mutually recognized cities of Local Unions having jurisdiction of the work (*) and their transportation reference cities are as follows:

Eugene	Medford	Portland(*)
Vancouver(*)	North Bend	The Dalles
	Longview(*)	

(*) Portland (Local #711, phone (503)723-0357)

(*) Longview (Local #1707, phone (360) 423-5030)

(*) Vancouver (Local #1715, phone (360) 693-0731)

30.3. (C)

PILEDRIERS - FOR THE FOLLOWING CITIES:

Mutually recognized cities of Local Unions having jurisdiction of the work (*) and their transportation reference cities are as follows:

Astoria	Klamath Falls	Roseburg
Bend	Longview	Salem
Eugene	Medford	The Dalles
	Newport	

(*) Portland (Local #2416, phone (503) 285-6652)

(*) North Bend/Reedsport (Local #1001, phone (541) 756-6333)

Section 30.4. Computation of Zone Pay Differential.
It is agreed that for the purpose of determining the proper wage scale under this Agreement:

(A) All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on highway, railroad, and street construction projects (end of measurement). On all the project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end of measurement).

cj(B) All related jobs or projects (such as a crusher's location) shall, for the purpose of determining the proper pay zone rates, be considered as a part of the prime job, with the exception of jetties which, for the purpose of this agreement, will have separate locations and may, therefore, have a different pay zone for the quarry and jetty sites.

Section 30.5. Bridge and Ferry Toll Fees. The Employer agrees to pay toll fees on bridges and ferries provided the employee shall furnish receipts for same. Receipts shall be turned in weekly.

Section 30.6. Job site Transportation. Whenever, because of remoteness of parking areas, hazardous road conditions, or security restrictions, the Employer is required to furnish transportation for workers within the work site to the place of their work and such transportation is furnished to the employee without cost to him/her, the equipment shall include seats and protection from the elements. Definite pickup and discharge points shall be determined. The time to leave from pickup point shall not exceed thirty (30) minutes prior to start of the shift. If there is more than thirty (30) minutes of time consumed from work site at the end of the shift to the point of pickup, the employee shall be paid at the his/her regular wage rate for full round-trip time spent in job site travel both before and after his/her shift. It shall be the intent of this provision that job site travel from pickup point to work site and from work-site to pickup point shall be approximately equal in time consumed, and it is also the intent that the employee will be required to be at the pickup

points only in sufficient time to reach work site at his/her regularly established starting time. The project management and the Union will meet to establish any special conditions surrounding such manhaul operations. If such job site negotiations fail, the procedure set forth in this Agreement shall prevail.

Section 30.7. Camps. Where and when standard camp facilities are provided by the Employer at or near the job site, cost to the employee shall be decided by mutual agreement between the union and employer. It is understood an employee will be paid Zone A wages if he/she avails himself/herself of a camp facility. Use of a camp facility is solely the option of the employee.

Article 31

Millwright - Special Provisions

Section 31.1. Character of Work - Millwright and Machinery Erectors:

Millwright Work shall be all work recognized as such by the Building and Construction Trades Department, AFL-CIO, and as found in the definition of a Millwright as set forth by the Department of Labor, United States of America, in the Directory of Occupational Titles, Volume 1, Second Edition, page 855, or any subsequent edition thereto.

Section 31.2. Millwrights - Special Provisions

(A) All requests for dispatch in Oregon and those portions of Washington and Northern California under the geographic jurisdiction of Local Union 711 shall be dispatched through Millwright Local 711, (503)723-0357, unless otherwise determined by the Pacific Northwest Regional Council of Carpenters. For Washington Millwrights, dispatch shall be made via Local Union #1715, Vancouver, WA (360)693-0731, or Local Union #1707, Longview, WA (360)423-5030, see paragraph 31.2.d.1 of these Millwright Special Provisions below, unless otherwise determined by the Pacific Northwest Regional Council of Carpenters.

(B) The Union agrees that the employer may transfer foreman and journeyman millwrights from one Local Union's jurisdictional area to another Local Union's jurisdictional area within the area of this bargaining agreement. Such agreed upon workers must present themselves to the Local Union having jurisdiction and be properly dispatched before going to work.

(C) The appropriate zone pay shall be computed from whichever is lesser, the reference city having jurisdiction of the job or the worker's domicile.

(D) 1. When the reference city having jurisdiction of the job can no longer furnish local qualified millwrights, additional millwrights will be dispatched to the job from other reference cities. These workers shall be paid zone pay from the reference city nearest their domicile, or from their domicile,

whichever is lesser.

2. The above paragraph shall not be applicable to employers who have an established point of business within Zone "A" of the Millwright's reference cities.

Established point of business shall be defined as a principal "Home" office and is not to include any job shack, trailer, or temporary office set up for the duration of a project.

- (E) (1) .On all two-shift operations the first shift shall be eight (8) hours of continuous employment, except for lunch period, between the hours of 6:00 A.M. and 5:00 P.M. The second shift shall be seven and one half (7-1/2) hours of continuous employment, except for lunch period, and shall be paid for eight (8) hours at the straight time hourly wage rate.
- (2) The employer may elect to start the first shift of a two-shift operation prior to 6:00 A.M., in order to make the fullest utilization of the daylight hours. In such event, both shifts shall be seven and one-half (7-1/2) hours of continuous employment except for lunch period and shall be paid for at eight (8) times the straight time hourly wage rate.

Section 31.3. **TOOLS:**

- (A) Metric tools shall be furnished by the Employer.

(B) MILLWRIGHT "MUST CARRY" TOOL LIST

- 2 Tool Boxes
- 1 Socket Set - 3/8" and 1/2" Drive with Sockets to 1-1/4" (No Speed Handles)
- 1 Set of Wrenches up to 1-1/4"
- 1 Set of Adjustable Wrenches up to 16"
- 1 Set of Allen Head Wrenches up to 5/8"
- 2 Vise Grips
- 1 Channel Locks
- 1 Set of Screwdrivers-Standard and Phillips
- 2 Cold Chisels
- 2 Center Punches
- 2 Prick Punches
- 3 Different Sized Drift Punches
- 2 Brass Drifts or One with Brass Hammer
- 2 4" C Clamps or Welders Clamps
- 1 Set of Pliers up to Four Pairs of Various Types
- 2 Small Wedges
- 1 Combination Square Set with Protractor Head and Center Head
- 2 Sets of Feeler Gauges
- 1 0-1" Micrometer
- 1 Dial Indicator Set
- 1 Dial Indicator Clamp or Holder
- 1 Putty Knife
- 1 Pencil Magnet
- 1 Soap Stone Holder
- 1 Small Pry Bar
- 1 Hacksaw Frame (Blade Furnished by Contractor)
- 1 Chalk Line and Box

Millwrights "Must Carry" Tool list *(continued)*

- 2 Screw Jacks
- 2 Tin Snips
- 1 Bevel Square
- 1 6" Straight Rule
- 1 Pocket Tape
- 1 50' Tape
- 1 6" Slide Caliper or Inside and Outside Caliper up to 6"
- 1 Mercury Plumb Bob
- 2 Pair of Dividers under 12"
- 1 Set of Trammel Points
- 1 98 12" Level and 1 Smaller Level Optional
- 2 Scribes
- 2 Small Parallel Blocks
- 1 Combination Square (for Rough Use)
- 1 Brass Plumb Bob
- 2 Hammers - Ball Peen - No Heavier than 24 oz.
- 1 Mirror
- Torpedo Level

At Employee's Option:

- 1 Hand Held Calculator
- 1 Burning Square

Any tools not listed above, but required by the employer, shall be furnished by the employer.

Article 32

Piledrivers - Special Provisions

Section 32.1. Piledrivers - Special Provisions

A. For those workers who reside (live within the free zone) in the following reference cities, namely, Astoria, Bend, Eugene, Klamath Falls, Medford, Newport, Roseburg, Salem, The Dalles, their zone pay shall be computed from the City Hall of the city wherein they reside. For those workers who reside nearer to a project than the free zone of the nearest reference city, and are available for that project, the mileage from their residence may be used in computing their zone pay for that project. The zone pay for all other projects shall be computed from the City Hall of the local having jurisdiction of the work.

B. Marine Piledriver - See definition in Section 32.2 V of Character of Work.

Section 32.2. Piledrivers - Character of Work

A. The Employers and the Union agree that the work covered in this Agreement is the work usually done by piledrivers including but not limited to, all labor employed in the preparation, driving, setting, staying, stressing, testing, pulling, cutting off including cutoffs on pile by blasting (prima cord and/or TNT), capping of piling of any type including steel pile, all pre-cast concrete piles, pile jackets, composite piles, cast in place piles, drilled in place pre-cast concrete rods,

drilled in composite piles, drilled in cast in place piles including any and all drilled in pile, also the splicing, barking, heading and shoeing of piling and the rigging and signaling connected with all of the above.

B. Labor employed directly connected within the work, in the rafting, boring, reeving, dogging, driving, framing, cutting off or pulling of piles, including walling and bracing in open sewers where piles are driven, and rigging and signaling connected therewith.

C. Labor employed in the framing of any and all structural material (except rebar) when and where such material is to be used in construction of or reconstruction and maintenance of wharves, docks, trestles, viaducts, bridges, trusses, truss beams, on all types of tide boxes and similar structures. In the construction and repair of substructures of underpasses, subways, overhead crossings, pre-cast bulkheads, and other similar structures where power, piledriving or derrick equipment is used. In the building of ferry slips, coffer dams, coffer dam framing, bracing and placing open cribs and caissons, underwater pipe lines, including such pipe where it emerges out of the water for short distances, dry-docks, graving docks, marine railways and seaplane ramps, and in the construction and erection of towers, bunkers, (except rebar) and other similar structures, including setting of precast shapes over water, necessary for the completion of the above mentioned projects, and the rigging and signaling connected therewith.

D. Labor employed in the moving and placing of

heavy machinery, boilers, tanks, guns and similar masses, when and where piledriving, power or derrick equipment is used, and the rigging and the signaling connected therewith. This work shall be done, when necessary and expedient, in conjunction with machinery mechanics from other crafts.

E. All labor (excepting Operating Engineers) employed in the operation of power or piledriving equipment used in the wrecking and dismantling of all structures, and rigging and signaling connected therewith.

F. All labor (excepting Operating Engineers) employed in the actual operation of piledriving rigs, piledriving exploratory drilling rigs, derricks, and other piledriving and construction equipment used in the performance of work set forth above, and rigging and signaling connected therewith, the operating of all controls pertaining to piledriving, drilling or extracting, when such controls are located remotely from the operator, shall be done by piledrivers.

G. Where and when piling or other wood material for definite use in the construction or repair of all structures herein mentioned in this Agreement, or for storage, is delivered into water from ships or other water carriers, the rafting, boring, reeving and dogging shall be done by piledrivers.

H. All timber and form work in the construction and repair of concrete docks, piers, and wharves, water-front bulkheads and ways of every kind, and dry docks

and graving docks shall be at the piledriver's classification and scale and shall extend up to and including the deck and mooring facilities thereof.

I. Framing, handling and erection of timber trusses, towers and all similar structures and all rigging and signaling connected therewith, shall be at the piledriver's classification and scale.

J. The division between piledrivers' and miners' work on subways or tunnels where the interior is to be constructed by tunneling methods, shall be at the portal of the subway or tunnel.

K. In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the piledrivers' classification shall continue to apply, up to and including the decking thereof.

L. The piledriver's classification shall apply on all piledriving and caisson work on both land and water, the erection of platforms or drill rigs of various design used for offshore oil drilling, and the derricks and barges used to overhaul or set oil pipeline moorings at the site of operations, including any work that may necessitate use of divers and tenders (see Section on Divers and Tenders).

M. In the construction of wooden bridges, whether over land or over water, when composed of heavy timber, the piledriver's classification shall apply.

- N(1). In the construction of concrete or steel bridges over land, the piledriver's classification shall apply to the driving of the plies and/or caisson work including the forms required for the capping of the piles or caissons immediately on top of the piles or caisson. The "capping of the piles" is herein interpreted as being that concrete, wood, or other material resting on top of piles, where driven or placed and does not include any further form work above the capping. The above shall apply on such concrete or steel bridges constructed overland, highways, railroads, overpasses, and include cloverleaves, interchanges, etc.
- (2). On bridge over water the column or abutments in water and at the water's edge, or the first column or abutment on land adjacent to water's edge, shall come under the piledriver's classification. The water line for fresh water streams shall be considered normal water's edge. The water line on tide affected streams shall be at the high normal water's edge. Bridges over water shall also include bridges over rivers that are dry in season; bridges constructed over a dry by-pass designed to carry flood water, bridges over ravines or depressions which carry water during spring runoff; bridges over man-made canals or aqueducts.
- (3). The above assignments referring to concrete or steel bridge over water are based upon piles being driven, caissons sunk or coffer dams erected by piledrivers under the piledriver's classification on such concrete or steel bridge foundations.

O. In the construction of concrete or steel bridges over water, the piledriver's classification shall apply up to and including all the form work to the top of the column, piers or abutments supporting the steel and/or any other structure.

P(1). In the erection of falsework, when necessary for the support of work under the piledriver's classification, then such falsework shall fall within their classification.

(2). Falsework necessary for the support of work under the carpenter's classification shall be done within such carpenter's classification, with the exception that where piledriving or power equipment is used for heavy timber falsework, then such work shall come under the piledriver's classification. This would include all rigging, signaling, and tagging incidental to the placing of heavy timber.

(3). Falsework necessary for the support of the decking of concrete or steel "bridge over water" shall come under the carpenter's classification. Falsework for such decking is under the carpenter's classification, except where piledriving or power equipment is used.

(4). (Do not interpret forms to be heavy timber falsework within the meaning of the first paragraph of this subsection.) If any dimension forms are fabricated on the ground for work coming under the carpenter's classification, then such forms can be

put in place by power equipment under the carpenter's classification. Forms coming under the piledriver's classification, as outlined, shall be installed or placed under such piledriver's classification. If heavy timber falsework consisting of support for forms installed is under the carpenter's classification and piledriving or power equipment is used, then such installation of heavy timber falsework shall be done under the piledriver's classification as plainly stated in the first paragraph of this subsection.

Q. In the construction of open-cut sewers, the piledriver classification shall apply on all piling including wood, steel or concrete sheet piling, where conventional piledriving equipment is used.

R. The assembling, erecting and dismantling of piledriver equipment at the job site used exclusively for any of the above operations.

S. Erection and assembly of pipe and tanks of wood or wood substitutes.

T. The number of workers in a crew is dependent upon the conditions involved as recognized by the Union and Employer.

U. Steel scaffolding for setting heavy timbers when using power equipment.

V. A "Marine Piledriver" is defined as one who works in the construction of waterfront and marine facilities.

such as docks, piers, wharves, bulkheads, jetties and similar structures when working with piledriver, derrick, crane or similar power equipment on the water.

Section 32.3. Tidework or Broken Shift

A. When an employee is called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable straight time rate.

B. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 8:00 a.m. and 5:00 p.m. shall be paid for at the applicable straight time rate.

C. Any time in excess of eight (8) hours worked between 8:00 a.m. and 5:00 p.m. shall be paid for at the applicable overtime rate.

D. In the event an employee is called out to work broken time or tide work on Saturdays, Sundays or holidays the applicable overtime rate or rates shall be paid for all time worked and the minimum pay shall be six (6) hours at such overtime rate.

Article 33

Divers and Divers' Tenders

A. The following classification of divers and divers' tenders is hereby made a part of the piledrivers, bridge, dock and wharf builders affiliated with the United

Brotherhood of Carpenters and Joiners of America agreement. It being further understood and agreed that the diving crew portion of this Agreement shall be for the entire State of Oregon and the five and one-half counties in the State of Washington more properly described as Klickitat, Skamania, Clark, Cowlitz and Wahkiakum and that portion of Pacific County south of a straight line made by extending the north boundary line of Wahkiakum west to the Pacific Ocean.

B. All diving crews operating in the above area will be under the jurisdiction of Local #2416, Portland, Oregon.

Section 33.1. Purpose of Article

(A) The purpose of this Article is to supply divers who are qualified to work well under all the conditions peculiar to this area, such as high water, muddy water, etc., where visibility is zero, and the diver must train himself/herself to meet these conditions plus the use of all the various tools necessary to properly do this work.

(B) Work covered by this Agreement shall be submarine diving and all of its branches, such as but not limited to wrecking, salvaging of all ships, underwater pipeline work, construction, reconstruction, repairing, inspecting, removing and recovering of all objects below the water surface.

Section 33.2. Hourly Wages Scales

(A) Divers: Divers hourly scale will be two point four five five (2.455) times the piledrivers hourly base wage scale. The diver will receive a four (4) hour minimum of diving scale any time he/she is called out. The diver will receive two (2) hours of diving scale for any dives after the fourth (4th) hour and up to the sixth (6th) hour. The diver will receive two (2) hours of diving scale for any dives after the sixth (6th) hour and up to the eighth (8th) hour at applicable diving scales per hour as listed below.

(B) Tenders: The divers tenders wage rate will be the same as piledriver foreman's scale, four (4) hours minimum.

(C) Manifold and/or Decompression Chamber Operators. The divers manifold operator wage rate shall be the same as piledriver foreman's scale, four (4) hours minimum.

(D) Timekeeper. The timekeeper shall receive the same as a piledriver, four (4) hours minimum.

(E) Diving Supervisor (When required by specification or contracting agency.) The diving supervisor shall receive the standby diver's rate of pay.

(F) The official time for the purpose of this agreement shall be applicable legal time.

(G) The regular hours of work on the single shift oper-

ation shall be eight (8) hours of continuous employment, except for lunch period of not less than one-half (1/2) hour nor more than one (1) hour, between the hours of 8:00 a.m. and 5:00 p.m., unless changed by mutual agreement between the Employer and the Union. Such mutual consent shall not be unreasonably asked or denied. Forty (40) such hours of work, Monday through Friday, shall constitute a regular week's work, on all shifts of eight (8) hours.

(H) On any one or two-shift operations, Monday through Friday, all work performed before and/or after any scheduled shift hours, up to two (2) hours per shift, shall be paid for at one and one-half (1-1/2) times the regular hourly rate, however, all time worked in excess of ten (10) hours and all time worked on Saturdays, Sundays or holidays shall be paid at double the straight time hourly rate.

(I) Divers, standby divers, tenders; timekeepers, manifold operators, chamber operators (decompression), diving masters, and other personnel of the diving crew will be employed in accordance with the conditions of Article 5 in the body of the Agreement.

Section 33.3. All expendable material required to do the work shall be furnished by the Employer.

Section 33.4. There shall be no transportation allowance paid on any job to be performed within an area of thirty (30) AAA miles from a diver's base of operation. On jobs located beyond thirty (30) AAA miles the members of the diving crew shall be reim-

bursed for transportation allowance at the rate of \$.30 per mile to and from the job.

Section 33.5. Standby time is defined as any shift during which a diving crew is required by the employer to be on the job but not required to dive. The standby rate of pay for divers shall be one-half the divers scale. When not coupled with a diving shift, the standby diver shall receive a minimum of four (4) hours of standby pay. If required to standby more than four (4) hours but not more than six (6) hours, he/she shall receive not less than six (6) hours standby pay. If required to standby more than six (6) hours but not more than eight (8) hours he shall receive not less than eight (8) hours of standby pay. The other members of the diving crew will receive the regular hourly or daily rate for standby time.

Section 33.6. On all jobs where members of the diving crew are required to stay overnight beyond one hundred (100) miles, and suitable and adequate board and lodging are not furnished by the employer, the employee shall be compensated in accordance with Zone Pay item "G". The subsistence allowance to the diving crew shall be on a seven (7) day basis during continuous employment.

Section 33.7. The employer shall have the right to select the divers he/she wishes to employ, with the provision that those who are available from the area covered by this Agreement and whose cards are stamped "qualified" diver will be given the opportunity to perform the work prior to the hiring of any divers from

outside areas.

Section 33.8. The diver shall provide the Employer with a medical letter or certificate showing that he/she has been examined by a qualified licensed diving physician and found to be physically fit to perform underwater work. A physical shall be performed each year. The certificate should indicate the passing of the oxygen tolerance test.

Section 33.9. Divers, in addition to their base pay, shall receive depth money to be paid as follows:

A. For dives exceeding fifty (50) feet, but not over one hundred (100) feet, \$1.00 per foot for each foot over 50 feet.

B. For dives exceeding one hundred (100) feet, but not over one hundred fifty (150) feet, \$1.50 per foot for each foot over 100 feet.

C. For dives exceeding one hundred fifty (150) feet, but not over two hundred (200) feet, \$2.00 per foot for each foot over 150 feet.

D. For dives exceeding two hundred (200) feet, the diver may name his/her own price providing it is not less than the scale listed for two hundred (200) feet depth.

E. Depth shall be figured from the surface to the actual depth where the diving work is being performed.

F. When it is necessary for a diver to enter any pipe or tunnel or other enclosure in which there is no vertical escape, a premium, according to the following schedule, shall be paid in addition to the regular day's pay:

Distance traveled from entrance:

5 ft. to 50 ft. per day (addition to above)	\$ 4.00
50 ft. to 100 ft. per day (addition to above)	\$ 5.00
100 ft. to 150 ft. per day (addition to above)	\$ 8.00
150 ft. to 200 ft. per day (addition to above)	\$ 20.00
200 ft. to 300 ft. per day (addition to above)	\$.40
300 ft. to 450 ft. per day (addition to above)	\$.80
450 ft. to 600 ft. per day (addition to above)	\$ 1.60

For lengths beyond 600 ft. the diver may name his/her own price providing it is not less than scale listed for 600 ft.

Section 33.10. (A) The maximum time the diver is required to worked in different depths of water shall not be beyond the optimum time as listed in the latest Navy Decompression Table.

Section 33.11. A decompression chamber shall be put on the job by the Employer when required. The time spent within a decompression chamber as required by the State Safety Code or the Standard Navy Decompression Tables, after the regular four (4) hour shift, shall be paid for at the same rate as when diving, except no compensation shall be paid in cases requiring additional decompression because of the bends (and no charge shall be made to the diver for use of the

decompression equipment). Divers working at depth and times that require a decompression stop, shall be paid for eight (8) hours work and will be required to work full optimum time if necessary. The diver may be required to finish out the shift at a different rate such as tender or timekeeper.

Section 33.12. Under all diving conditions, the reasonable judgement of the diver shall be accepted regarding the length of time under water and the hours that can be worked with safety.

Section 33.13. All divers shall have the right to designate their own tender, providing he/she is qualified as a tender. A tender shall be full conversant with the use of the U.S. Navy decompression tables and repetitive dive tables. He/she shall be familiar with the symptoms of divers' diseases and be able to render the proper first aid. He/she shall be familiar with the function and operation of a decompression tank.

Article 34

Divers' Tenders

Section 34.1. Tenders' work shall consist of tending the diver, working on the upkeep and repair of diving gear, or such work as ordered by the diver.

Section 34.2. Tenders shall receive their regular wage rate for standby time. When a tender is required to suit-up (wet suit) he/she shall receive \$5.00 per four

(4) hour diving shift in addition to his/her wages.

Section 34.3. Tenders' time shall run parallel with the divers' time and overtime will be paid after eight (8) consecutive hours. Saturdays, Sundays and holidays shall be paid at applicable overtime rate for the actual hours worked with a minimum of four (4) hours. (See Article 6, Main Body of Agreement.)

Section 34.4. A tender furnished by the diver will be under the jurisdiction of the diver and he/she does not go to work in a crew to complete the day's shift and shall not receive less than eight (8) hours of straight time pay.

Section 34.5. Fringe benefits shall be determined as provided in Article 15, 16, 18 and 19 of the Agreement.

Section 34.6. The tender's subsistence shall be the same as that provided in Section 33.6 of the Divers.

Section 34.7. If an employee regularly employed by the employer on the work site is selected by the diver as a tender, the tender's basic wage scale shall apply for the full day and he/she shall return to work under his regular foreman after his duties are completed.

Article 35

Diving Crews

Miscellaneous Provisions:

Section 35.1. As with piledrivers, no members of the diving crew shall be permitted to take upon any job, loan, rent or otherwise furnish any power equipment, diving equipment, underwater tool, or any equipment or tool except as provided for in this Agreement.

Section 35.2. Adequate facilities shall be provided for the diving crew in which to dry their clothes and eat their lunches. Same shall be equipped with adequate heat.

Section 35.3. The Employer will furnish to the divers' satisfaction all suitable and safe equipment needed to perform the diving operation-equipment including, but not limited to, personal diving suit, tanks, weight belts, compressors, regulator, hat, hose, etc.

Section 35.4. Character of Work. See Schedule "A" Special Conditions, Piledrivers.

Section 35.5. Optimum bottom times for HeO₂ dives shall be as follows:

Down to 200 ft	60 Minutes
200 ft. to 225 ft.	50 Minutes
225 ft. to 350 ft.	45 Minutes
300 ft. to 400 ft.	30 Minutes

Over 400 ft.-by mutual agreement between diver and Employer.

Section 35.6. All State and Federal Laws and Standards will be enforced by the Employer and the Union.

Article 36

Guarantee of Authority

Section 36.1. The individuals signing this Agreement in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties and organizations whom their signatures purport to represent.

In Witness Whereof, this Agreement, including Schedule "A", "B", "C" and other attachments hereto, has been executed by the parties hereto on this first day of June, 2002.

The following persons from the Union identity - Pacific Northwest Regional Council of Carpenters is duly authorized to sign not for themselves but for and on behalf of the Local Unions and Regional Council as listed on Schedule "C" herein.

FOR THE UNION:

Pacific Northwest Regional Council of Carpenters

By: John A. Steffens, *Executive Secretary-Treasurer*

By: Tim DeGan, *Regional Manager, OR/SW WA*

FOR THE ASSOCIATION:

Oregon-Columbia Chapter, The Associated General Contractors of America, Inc.

By: Terrance L. Edgar, *Chair, Carpenters Negotiating Committee*

By: Robert Schommer, *Chair, Collective Bargaining Committee*

Schedule A

**Wage and Fringe Schedule
to Follow**

SCHEDULE "A"
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS
OR/SW WA CARPENTERS-MILLWRIGHTS-PILEDRIERS
WAGE AND FRINGE SUMMARY - 100% RATES
JUNE 1, 2002 THROUGH MAY 31, 2003

	Gross Wage	1.42% Training	Pension	H & W	Taxable Wage	3.85% Dues	Vacation	Base Wage
CARPENTER								
Group I	\$ 36.17	\$ 0.51	\$ 4.26	\$ 4.03	\$ 27.37	\$ 1.05	\$ 1.25	\$ 25.07
*Group II	\$ 36.32	\$ 0.51	\$ 4.26	\$ 4.03	\$ 27.52	\$ 1.05	\$ 1.25	\$ 25.22
**Foreman B	\$ 38.18	\$ 0.51	\$ 4.26	\$ 4.03	\$ 29.38	\$ 1.05	\$ 1.25	\$ 27.08
***Foreman A	\$ 38.68	\$ 0.51	\$ 4.26	\$ 4.03	\$ 29.88	\$ 1.05	\$ 1.25	\$ 27.58
MILLWRIGHT								
Group I	\$ 36.67	\$ 0.51	\$ 4.26	\$ 4.03	\$ 27.87	\$ 1.07	\$ 1.25	\$ 25.55
*Group II	\$ 36.82	\$ 0.51	\$ 4.26	\$ 4.03	\$ 28.02	\$ 1.07	\$ 1.25	\$ 25.70
**Foreman B	\$ 38.71	\$ 0.51	\$ 4.26	\$ 4.03	\$ 29.91	\$ 1.07	\$ 1.25	\$ 27.59
***Foreman A	\$ 39.23	\$ 0.51	\$ 4.26	\$ 4.03	\$ 30.43	\$ 1.07	\$ 1.25	\$ 28.11
PILEDRIER								
Group I	\$ 36.67	\$ 0.51	\$ 4.26	\$ 4.03	\$ 27.87	\$ 1.07	\$ 1.25	\$ 25.55
*Group II	\$ 36.82	\$ 0.51	\$ 4.26	\$ 4.03	\$ 28.02	\$ 1.07	\$ 1.25	\$ 25.70
Marine	\$ 37.17	\$ 0.51	\$ 4.26	\$ 4.03	\$ 28.37	\$ 1.07	\$ 1.25	\$ 26.05
**Foreman B	\$ 38.71	\$ 0.51	\$ 4.26	\$ 4.03	\$ 29.91	\$ 1.07	\$ 1.25	\$ 27.59
***Foreman A	\$ 39.23	\$ 0.51	\$ 4.26	\$ 4.03	\$ 30.43	\$ 1.07	\$ 1.25	\$ 28.11
Diver	\$ 73.85	\$ 0.51	\$ 4.26	\$ 4.03	\$ 65.05	\$ 1.07	\$ 1.25	\$ 62.73
Tender	\$ 38.71	\$ 0.51	\$ 4.26	\$ 4.03	\$ 29.91	\$ 1.07	\$ 1.25	\$ 27.59

For definitions of Group I and Group II refer to: Classification of Carpenters, Starting on Page 60 of the AGC Agreement and Page 69 of the GCCA Agreement

*Group II = Refer to CLASSIFICATION, following Article 29

Foreman B rates = 8% over base wage. * Foreman A (qualified Foremen who have completed specified training) rates = 10% over base wage

Note: 1) Fringe Benefits (including Vacation) are to be paid on hours worked and therefore are not compounded on overtime.

2) Pension - for Apprentices - See Schedule A in Master Labor Agreement.

3) On Davis-Bacon work in Lewis County, which is within the jurisdiction of the Piledrivers Local 2416 the total predetermined package may be reallocated between wages and fringes to reflect the fringes of the area in which the worker's trust is located, understanding that it is not the intent to increase contractors' costs.

4) Training Contributions are based on 1.42% of the Group I Journeyman Carpenter gross wages of the current Master Labor Agreement

Contractors signatory to AGC Agreements must pay both PWLE @ \$0.02 and CAF @ \$0.03.

Contractors signatory to GCCA agreements pay only CMF @ \$0.02.

Drug Free Workplace @ \$0.10 per hour as per Article 7.5.

June 1, 2002

Pacific Northwest Regional Council of Carpenters
Carpenter-Millwright-Piledriver Wage Rates

SCHEDULE "A"
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS
OR/SW WA CARPENTERS-MILLWRIGHTS-PILEDRIERS
WAGE AND FRINGE SUMMARY - 100% RATES
JUNE 1, 2003 THROUGH MAY 31, 2004

	Gross Wage	1.42% Training	Pension	H & W	Taxable Wage	3.85% Dues	Vacation	Base Wage
CARPENTER								
Group I								
*Group II								
**Foreman B								
***Foreman A								
MILLWRIGHT		\$ 1.10 PER HOUR FOR EACH GROUP						
Group I								
*Group II								
**Foreman B								
***Foreman A								
PILEDRIER								
Group I								
*Group II								
Marine								
**Foreman B								
***Foreman A								
Diver								
Tender								

For definitions of Group I and Group II refer to Classification of Carpenters, Starting on Page 60 of the AGC Agreement and Page 69 of the GCCA Agreement

*Group II = Refer to CLASSIFICATION, following Article 29

Foreman B rates = 8% over base wage. * Foreman A (qualified Foremen who have completed specified training) rates = 10% over base wage

Note: 1) Fringe Benefits (including Vacation) are to be paid on hours worked and therefore are not compounded on overtime.

2) Pension - for Apprentices - See Schedule A in Master Labor Agreement.

3) On Davis-Bacon work in Lewis County, which is within the jurisdiction of the Piledrivers Local 2416 the total predetermined package may be reallocated between wages and fringes to reflect the fringes of the area in which the worker's trust is located, understanding that it is not the intent to increase contractors' costs.

4) Training Contributions are based on 1.42% of the Group I Journeyman Carpenter gross wages of the current Master Labor Agreement

Contractors signatory to AGC Agreements must pay both PWLE @ \$0.02 and CAF @ \$0.03.

Contractors signatory to GCCA agreements pay only CMF @ \$0.02.

June 1, 2003

Pacific Northwest Regional Council of Carpenters
Carpenter-Millwright-Piledriver Wage Rates

SCHEDULE "A"
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS
OR/SW WA CARPENTERS-MILLWRIGHTS-PILEDRIERS
WAGE AND FRINGE SUMMARY - 100% RATES
JUNE 1, 2004 THROUGH MAY 31, 2005

	Gross Wage	1.42% Training	Pension	H & W	Taxable Wage	3.85% Dues	Vacation	Base Wage
CARPENTER								
Group I								
*Group II								
**Foreman B								
***Foreman A								
MILLWRIGHT		\$ 1.15 PER HOUR FOR EACH GROUP						
Group I								
*Group II								
**Foreman B								
***Foreman A		DISTRIBUTION TO BE DETERMINED						
PILEDRIVER								
Group I								
*Group II								
Marine								
**Foreman B								
***Foreman A								
Diver								
Tender								

For definitions of Group I and Group II refer to Classification of Carpenters, Starting on Page 60 of the AGC Agreement and Page 69 of the GCCA Agreement

*Group II = Refer to CLASSIFICATION, following Article 29

Foreman B rates = 8% over base wage. * Foreman A (qualified Foremen who have completed specified training) rates = 10% over base wage

Note: 1) Fringe Benefits (including Vacation) are to be paid on hours worked and therefore are not compounded on overtime.

2) Pension - for Apprentices - See Schedule A in Master Labor Agreement.

3) On Davis-Bacon work in Lewis County, which is within the jurisdiction of the Piledrivers Local 2416 the total predetermined package may be reallocated between wages and fringes to reflect the fringes of the area in which the worker's trust is located, understanding that it is not the intent to increase contractors' costs.

4) Training Contributions are based on 1.42% of the Group I Journeyman Carpenter gross wages of the current Master Labor Agreement

Contractors signatory to AGC Agreements must pay both PWLE @ \$0.02 and CAF @ \$0.03.

Contractors signatory to GCCA agreements pay only CMF @ \$0.02.

Drug Free Workplace @ \$0.10 per hour as per Article 7.5.

June 1, 2004

Pacific Northwest Regional Council of Carpenters
Carpenter-Millwright-Piledriver Wage Rates

SCHEDULE "A"
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS
OR/SW WA CARPENTERS-MILLWRIGHTS-PILEDRIERS
WAGE AND FRINGE SUMMARY - 100% RATES
JUNE 1, 2005 THROUGH MAY 31, 2006

	Gross Wage	1.42% Training	Pension	H & W	Taxable Wage	3.85% Dues	Vacation	Base Wage
CARPENTER								
Group I								
*Group II								
**Foreman B								
***Foreman A								
MILLWRIGHT		OPEN FOR WAGE AND FRINGES ONLY						
Group I								
*Group II								
**Foreman B								
***Foreman A								
PILEDRIER								
Group I								
*Group II								
Marine								
**Foreman B								
***Foreman A								
Diver								
Tender								

For definitions of Group I and Group II refer to Classification of Carpenters, Starting on Page 60 of the AGC Agreement and Page 69 of the GCCA Agreement

*Group II = Refer to CLASSIFICATION, following Article 29

Foreman B rates = 8% over base wage. * Foreman A (qualified Foremen who have completed specified training) rates = 10% over base wage

Note: 1) Fringe Benefits (including Vacation) are to be paid on hours worked and therefore are not compounded on overtime.

2) Pension - for Apprentices - See Schedule A in Master Labor Agreement.

3) On Davis-Bacon work in Lewis County, which is within the jurisdiction of the Piledrivers Local 2416 the total predetermined package may be reallocated between wages and fringes to reflect the fringes of the area in which the worker's trust is located, understanding that it is not the intent to increase contractors' costs.

4) Training Contributions are based on 1.42% of the Group I Journeyman Carpenter gross wages of the current Master Labor Agreement

Contractors signatory to AGC Agreements must pay both PWLE @ \$0.02 and CAF @ \$0.03.

Contractors signatory to GCCA agreements pay only CMF @ \$0.02.

Drug Free Workplace @ \$0.10 per hour as per Article 7.5.

Pacific Northwest Regional Council of Carpenters
Carpenter-Millwright-Piledriver Wage Rates

June 1, 2005

SCHEDULE B
CONTRACTORS SIGNATORY TO
OREGON COLUMBIA CHAPTER
ASSOCIATED GENERAL CONTRACTORS

9450 SW Commerce Circle
Wilsonville, OR 97070

EFFECTIVE JUNE 1, 2002

For a current list of signatory contractors, please
Contact The Oregon Columbia Chapter Associated
General Contractors, 9450 SW Commerce Circle,
Wilsonville OR., 503/682-3363 or The Pacific
Northwest Regional Council of Carpenters, 12790 SE
Stark, Suite 102, Portland OR., 503/261-1862.

Schedule C

Pacific Northwest Regional Council of Carpenters
12790 SE Stark, Suite 102
Portland, Oregon 97233
(503) 261-1862

PORTLAND & VICINITY

Local Union No. 247
2205 N. Lombard
Portland, Oregon 97217
(503) 289-9632

Local Union No. 1388
276 Warner Milne Road
Oregon City, Oregon 97045
(503) 656-7716

Local Union No. 2066
P.O. Box 536
St. Helens, Oregon 97051
(503) 397-2211

Local Union No. 2130
1555 SE T.V. Hwy., Suite 4
Hillsboro, Oregon 97123
(503) 648-6454

Local Union No. 2154 (Drywall)
1125 SE Madison #207
Portland, Oregon 97214
(503) 232-1970

OUTSIDE PORTLAND VICINITY

Local Union No. 190
1400 Esplanade St.
Klamath Falls, Oregon 97601
(541) 882-1193

Local Union No. 306
20354 Empire Ave. D-8
Bend, Oregon 97701
(541) 385-5972
(covers Baker, Bend, The Dalles and
Hermiston)

Local Union No. 780
PO Box 124
Astoria, Oregon 97103
(503) 325-7705

Local Union No. 1001
3427 Ash Street
North Bend, Oregon 97459
(541) 756-6333

Local Union No. 1065
2659 Commercial St. SE, Ste. 282
Salem, Oregon 97302
(503) 362-6419

Local Union No. 1094
PO Box 307
Corvallis, Oregon 97339
(541) 754-9149

OUTSIDE PORTLAND VICINITY (Con't)

Local Union No. 1273
PO Box 24809
Eugene, Oregon 97402
(541) 681-9059

Local Union No. 1707
618 - 14th Ave. Ste. A
Longview, Washington 98632
(360) 423/5030

Local Union 1715
612 E. McLoughlin Blvd.
Vancouver, Washington 98663
(360) 693-0731

Local Union No. 2067
PO Box 3056
Central Point, Oregon 97502
(541) 664-4450

PILEDRIIVER, BRIDGE, DOCK & WHARF BUILDERS AND DIVERS

Local Union No. 2416
2225 N. Lombard St., Rm. 2
Portland, Oregon 97217
(503) 285-6652

MILLWRIGHTS

Local Union No. 711
10718 SE Hwy. 212
Clackamas, Oregon 97015
(503) 723-0357

OREGON-WASHINGTON CARPENTERS- EMPLOYERS BENEFIT FUND

Associated Administrators
2929 NW 31st
Portland OR 97210
503/222-9603 or 800/888-0346

Separation Slip

Project name _____

Project Number _____

Employee Name _____

SSN _____

Last Day Worked _____ Hours worked that day _____

Eligible for re-hire? ☐ Yes ☐ No

List Journeyman Skill Advancement courses recommended:
(see training catalogue for courses, or list skill areas)

Company _____

Date _____

By _____

Title _____

Address _____
